LOWER PAXTON TOWNSHIP AUTHORITY

TUESDAY, AUGUST 25, 2020 – 7:00 P.M. 425 PRINCE STREET

CALL TO ORDER - CHAIRMAN BLAIN

PLEDGE OF ALLEGIANCE - MR. RAMSEY

APPROVAL OF MINUTES
5/26/2020

PUBLIC COMMENT

CHAIRMAN & BOARD MEMBERS' COMMENTS

SANITARY SEWER FUND

BUSINESS

Resolution 20-09 Authorizing And Approving A Subsidy Agreement With The Township For The Series Of 2020C Bonds ***- Mr. Weaver***

Review Of The Draft 2021 Sanitary Sewer Fund Budget ***- Mr. Weaver***

Action On Amendment #1 To The Paxton Creek Interceptor Agreement ***- Mr. Weaver***

TOWNSHIP REPORTS

Review Of Resolution 20-08 – Waiver Of Penalty Expires 8/31/20

Review Of Presentation To DEP And Swatara For The Second Consent Decree Annual Meeting Held On August 11, 2020

Update On Current Construction Projects ***- Tim Nolt***

Update On The Development Of The SC-2 B Lining Project Specs

Update On Four Seasons Private Sewer Investigation

ENGINEER'S REPORT

STORMWATER FUND

BUSINESS

Resolution 20-10-01 To 20-10-46 - Authorizing Condemnation Of Temporary And Permanent Easements For Stormwater Conveyance Improvements In The BC-7 And BC-8 Project, 2020 Drainage Improvements Project, And 2020 Lining Project - Mr. Weaver

Review Of The Draft 2021 Stormwater Fund Budget And Stormwater Fee Rate Alternatives ***- Mr. Weaver***

Presentation By HRG On The Draft Stormwater Fee Credit Policy
- Kevin Fox, HRG

Action On Stormwater Fee Appeal For 1641 Blue Mountain Parkway
- Mr. Weaver

TOWNSHIP REPORTS

Update On DEP MS4 Projects -Meeting With Municipal Partners On 8/19 And Review Of Lower Paxton At Work Story Map

Review Of Private Stormwater Property Owner Complaints

ENGINEER'S REPORT

ADJOURN

NEXT MEETING – November 24, 2020

Be advised that public meetings of the Authority may be recorded for audio and/or video purposes.

SUBSIDY AGREEMENT

Dated as of July 10, 2020

Between

LOWER PAXTON TOWNSHIP AUTHORITY

and

TOWNSHIP OF LOWER PAXTON,
Dauphin County, Pennsylvania,

With Respect To The

General Obligation Bonds, Series of 2020
Dated as of July 10, 2020
of
The Township of Lower Paxton
Dauphin County, Pennsylvania

SUBSIDY AGREEMENT

THIS SUBSIDY AGREEMENT, dated as of October 1, 2020, between LOWER PAXTON TOWNSHIP AUTHORITY, a municipality authority existing under the Authorities Act of the Commonwealth, and TOWNSHIP OF LOWER PAXTON, Dauphin County, Pennsylvania, a municipality (Township of the Second Class) of the Commonwealth.

WITNESSETH:

WHEREAS, The Authority, with the approval and consent of the Township, heretofore acquired and constructed the Sewer System; and

WHEREAS, The Township heretofore undertook the design, acquisition, construction and implementation of various capital improvements with respect to the Sewer System to, inter alia, eliminate hydraulic overload in the Beaver Creek basin, the Paxton Creek basin and the Spring Creek drainage basin by the replacement of portions of the collection and conveyance system (the "Sewer Remediation Project") to comply with a Second Consent Decree with the Commonwealth of Pennsylvania, Department of Environmental Protection, approved by the Pennsylvania Commonwealth Court on September 13, 2013, as (collectively the "Consent Decree"); and

WHEREAS, The Township has determined, inter alia, to undertake the design, acquisition and construction of additional improvements and renovations to the Sewer System to continue implementation of the Sewer Remediation Project, including but not limited to the replacement or rehabilitation of mini-basin wastewater collection systems in the Beaver Creek, Paxton Creek and Spring Creek drainage basin sewage systems related activities that serve to reduce hydraulic overload in the sewage systems (the "Project");

WHEREAS, The Township has heretofore, issued its General Obligation bonds, Series of 2014, dated as of May 14, 2014, in the aggregate principal amount of $29,915,000 (the "Series of 2014 Bonds") issued in part for the for the purpose of implementing the Sewer Remediation Project; and

WHEREAS, The Township has heretofore, issued its General Obligation bonds, Series of 2016, dated as of February 17, 2017, in the aggregate principal amount of $27,285,000 (the "Series of 2016 Bonds") issued in part for the for the purpose of implementing the Sewer Remediation Project; and

WHEREAS, The Township has determined that it in the best interests of the Township to advance refund a portions of the Series of 2014 Bonds and the Series of 2016 Bonds, in order to reduce debt service over the life of the Series of 2014 Bonds and the Series of 2016 Bonds (the "Refunding Project") ; and

WHEREAS, The Board of Supervisors of the Township contemplates the authorization, sale, issuance and delivery of its General Obligation Bonds, Series C of 2020 (the "Series C of 2020 Bonds") with the proceeds to be applied for the purposes of providing funds for and toward the Refunding Project and to pay the costs of issuance of the Series C of 2020 Bonds; and

WHEREAS, The Series of 2020 Bonds are to be issued under and pursuant to Ordinance No. 20- duly enacted on August 18, 2020 (the "Ordinance"); and

WHEREAS, The Board of Supervisors of the Township has appointed the 2020 Paying Agent as paying agent and sinking fund depository with respect to the 2020 Bonds; and

WHEREAS, The Authority, as an inducement to the Township to undertake the Project and to authorize and issue the Series C of 2020 Bonds, desires to enter into this Subsidy Agreement with respect to a portion of the Series C of 2020 Bonds, as permitted by the Debt Act; and

WHEREAS, The parties hereto desire to set forth the terms and conditions under and pursuant to which portions of the Debt Service related to a portion of the Series C of 2020 Bonds shall be paid by the Township from available Authority funds, to the extent and in the manner provided herein and related matters.

NOW, THEREFORE, The parties hereto, intending to be legally bound hereby, covenant and agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Terms and phrases defined in this Section 1.01, for all purposes of this Subsidy Agreement, as herein defined, shall have the meanings herein specified, unless the context clearly otherwise requires:

"Administrative Expenses" shall mean: compensation and expenses of officers and members of the Board of the Authority; legal, printing, advertising, engineering, architectural and auditing fees and expenses; fees and expenses of any trustee or paying agent of the Authority and any authorized depository of the Authority; and other items of general administrative expense incurred by the Authority, including any amounts required to be rebated or reimbursed to the United States pursuant to any statute or regulatory requirement, all of the

foregoing being subject to proper allocation to various projects of the Authority, if applicable.

"Authorities Act" shall mean the Act of the General Assembly of the Commonwealth, known as the "Municipality Authorities Act", 53 Pa. C.S. Ch. 56, as amended and supplemented, from time to time.

"***Authority***" shall mean Lower Paxton Township Authority, a municipality authority of the Commonwealth organized by the Board of Supervisors of the Township.

"Board" shall mean the governing body of the Authority.

"Commonwealth" shall mean the Commonwealth of Pennsylvania.

"Consulting Engineers" shall mean an individual, partnership or corporation appointed by the Board of the Authority, qualified to pass upon engineering questions relating to sewage collection, treatment and disposal systems and having a favorable reputation for skill and experience in inspecting construction and operation of sewage collection, treatment and disposal systems. If such person shall be an individual, he shall be a professional engineer duly registered under laws of the Commonwealth. If such person shall be a partnership or corporation, it shall have a partner, officer, employee or member who is a professional engineer duly registered under laws of the Commonwealth.

"Consulting Engineers' Certificate" shall mean a certificate executed by the Consulting Engineers.

"Debt Act" shall mean the Act of the General Assembly of the Commonwealth known as the "Local Government Unit Debt Act", 53 Pa.C.S. Chs. 80-82, as amended and supplemented, from time to time.

"Debt Service" shall mean, with respect to any Fiscal Year, the sum of amounts required to be set aside in such Fiscal Year for payment of interest on and principal of the Series C of 2020 Bonds and applicable amounts required to be deposited in such Fiscal Year to the credit of the "Mandatory Sinking Fund" established for the Series C 2020 Bonds (such *"Debt Service"* being more particularly described in Schedule A attached hereto and hereby made a part hereof); Provided, however, that *"Debt Service",* with respect to any Fiscal Year, for the Series C of 2020 Bonds shall be determined after projecting operation of the Mandatory Sinking Fund to retirement of such Series of 2020 Bonds to the extent that the same shall be required to be retired and giving effect to reduction in interest payments to be made with respect to such Series of 2020 Bonds by reason of such retirement.

"Fiscal Year" shall mean the fiscal year of the Township as provided by laws of the Commonwealth.

"Officers" shall mean the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority.

"Officers' Certificate" shall mean a certificate executed by the Officers of the Authority.

"Operating Expenses" shall mean all expenses required in operating and maintaining the Sewer System (excluding depreciation), including, in each case, without intending to limit the generality of the foregoing:

A. Expenses of operation, maintenance, repair, alteration, insurance and inspection and any sums payable periodically to any Person pursuant to any agreement relative to collection, transportation, treatment or disposal of Sewage collected in and through the Sewer System;

B. Expenses of managerial, supervisory, administrative, engineering, architectural, legal and auditing services and premiums, fees and expenses associated with any performance, maintenance and other type bonds or similar instruments required by any governmental authority related to operation or maintenance of any part of the Sewer System;

C. Sums payable to any Person, which sums, under sound accounting and/or engineering practice, constitute expenses of operation and maintenance; and

D. All taxes, assessments and charges, including, without intending to limit the generality of the foregoing, income, profits, property, franchise and excise taxes.

"Ordinance" shall mean an Ordinance of the Township, duly enacted on August 18, 2020 authorizing issuance and delivery of the Series C of 2020 Bonds.

"2020 Paying Agent" shall mean Manufacturers and Traders Trust Company, a New York state chartered bank with trust powers, having a corporate trust office in the City of Harrisburg, Pennsylvania.

"Receipts and Revenues from the Sewer System" shall mean:

A. All sewer rates and other charges collected by the Authority from owners of improved property which shall be connected to the Sewer System for use thereof and for services rendered by the Authority in connection therewith; and

B. Receipts from Tapping Fees; and

C. All other receipts, revenues and money derived by the Authority or in behalf of the Authority in any manner, from any source, from or in connection with operation of the Sewer System, excepting, however: (1) money derived from tapping, connection, customer facilities or like fees charged by the Authority in those cases and to the extent that the Authority agrees to refund such tapping, connection, customer facilities or like fees or any part thereof to any person who has paid for the construction of any part of the Sewer System which was constructed by the Authority or constructed by such person under the supervision of the Authority as permitted by law; and (2) Receipts from Assessments, to the extent that such shall be necessary to pay costs and expenses, including legal fees, engineering fees and administrative costs and expenses, of charging and collecting assessments, filing municipal claims or liens therefore and collecting such claims or liens.

"Receipts from Assessments" shall mean all money, including assessments, installments of assessments and interest, penalties and costs, if any, derived by the Authority or in behalf of the Authority from the charging by the Authority, in whole or in part, of the cost of construction and acquisition of certain sewer mains constituting part of the Sewer System against properties benefitted, improved or accommodated by such construction and acquisition.

Money derived by the Authority or in behalf of the Authority under agreements with owners of property whereby such owners shall be obligated to pay money to the Authority in lieu of assessments or which are in the nature of assessments also shall constitute ***"Receipts from Assessments".***

"Receipts from Tapping Fees" shall mean all money of the Authority derived from the charge of tapping, connection, customer facilities or like fees against owners of property who connect such property with any sewer main constructed or acquired by the Authority and constituting a part of the Sewer System.

Money in the nature of tapping, connection, customer facilities or like fees derived by the Authority under agreements with owners of property who connect such property with the Sewer System, whereby such owners shall be obligated to pay such moneys to the Authority also shall constitute ***"Receipts from Tapping Fees".***

Notwithstanding the foregoing definition ***"Receipts from Tapping Fees"*** shall not include money derived from tapping, connection, customer facilities or like fees charged by the Authority in those cases and to the extent that the Authority agrees to refund such tapping, connection, customer facilities or like fees or any part thereof to any person who has paid for the construction of any part of the Sewer System which was constructed by the Authority or constructed by such person under the supervision of the Authority as permitted by law.

"Revenue Fund" shall mean the Revenue Fund created pursuant to Article IV hereof.

"Sewer System" shall mean the existing sanitary sewage collection, treatment and disposal system owned and operated by the Authority, including all related facilities heretofore acquired and/or constructed or hereafter acquired and/or constructed by the Authority, together with all appurtenant facilities and properties which the Authority has acquired or hereafter shall acquire in connection therewith, including all property, real, personal and mixed, rights, powers, licenses, easements, rights of way, whatsoever nature used or useful in connection with such facilities, and together with all additions, extensions, alterations and improvements which may be made or acquired, from time to time. As of any particular time, the ***"Sewer System"*** means the aforesaid facilities and all property, real, personal, and mixed, rights, powers, licenses, easements, rights of way, privileges, franchises and any and all other property or interests in property of whatsoever nature used or useful in connection with such facilities, and capital additions (including property in the nature of capital additions acquired or constructed from funds wholly or partially contributed or advanced by users, developers or other persons) acquired, owned, made or constructed by or for the Authority; and the ***"Sewer System"*** without intending to limit the generality of the foregoing, as of any particular time, shall include all buildings, sewage collection, transportation, treatment and disposal systems and facilities, sewer plants and systems, sewage treatment and disposal facilities, sludge and septage treatment and disposal facilities, basins, machinery, mains, conduits, pipes, pipe lines, interceptor lines, trunk lines, service lines, tanks, shops, pumping stations, ejector stations, force mains, fixtures, engines, boilers, pumps, meters and other equipment, all personal property and all franchises, land rights of way, privileges, easements, licenses, rights and any other interests in real property, all of the foregoing being owned by the Authority and used or useful in connection with the transporting, treating, pumping and/or disposing of sanitary sewage and wastewater.

"Sinking Fund" shall mean the special funds of the Township established under the Ordinance for the benefit of the Series of 2020 Bonds.

"Subsidy Agreement" shall mean this document and all modifications, alterations, amendments and supplements hereto made and delivered in accordance with provisions hereof, which phrase sometimes is referred to in this document by use of such words as "hereto", "hereby", "herein", "hereof", or "hereunder".

ARTICLE II

Covenants and Agreements of the Township

SECTION 2.01. The Township certifies that certain portions of the proceeds of the Series C of 2020 Bonds shall be made available to the Authority for application for and toward payment of costs and expenses of the Project.

SECTION 2.02. The Township covenants that it has enacted an ordinance requiring owners of certain property located within the boundaries of the Township to make connection of such property with the Sewer System and providing for the enforcement of such ordinance as maybe permitted by law. The Township also covenants and agrees to keep such ordinance or a subsequent similar ordinance or ordinances requiring such connections in full force and effect continuously during the term hereof and so long as the Authority owns and operates the Sewer System and to enforce the same as may be permitted by applicable law.

SECTION 2.03. The Township confirms and grants to the Authority, its successors and assigns, to the extent necessary or desirable, all easements, rights of way and other rights and privileges necessary and desirable in, along, over

and under streets, roads, lanes, courts, cul-de-sacs, alleys, public ways, public squares and other properties of the Township, together with free ingress, egress and regress therein and thereto, along with other persons having interests or rights therein, for use in connection with constructing, replacing, repairing, altering and maintaining the Sewer System; Subject, however, to all applicable rules and regulations from time to time established by resolution or ordinance of the Township with respect thereto.

ARTICLE III

Representations and Warranties of the Township

SECTION 3.01. The Township represents and warrants that:

A. The Township is a municipality (Township of the Second Class) of the Commonwealth;

B. The Township is possessed of all requisite power and authority under laws of the Commonwealth to enter into and to perform all covenants and agreements contained in this Subsidy Agreement;

C. The Township duly has been authorized to enter into this Subsidy Agreement, pursuant to proper and required official action of its Board of Supervisors, in accordance with laws of the Commonwealth;

D. The Township, in entering into this Subsidy Agreement, is acting in the public interest in connection with preservation and protection of the general health and welfare of inhabitants of the Township and of the Commonwealth;

E. The Township has duly enacted the 2020 Ordinance and has authorized and issued the Series C of 2020 Bonds.

ARTICLE IV

Revenue Fund; Application of Funds

SECTION 4.01. The Authority covenants to deposit in the "Revenue Fund", which Fund is hereby created, all Receipts and Revenues from the Sewer System. The Revenue Fund shall be maintained with an incorporated bank or trust company doing business in the Commonwealth and may be invested by the Authority as provided by applicable laws of the Commonwealth.

Moneys from time to time in the Revenue Fund shall be applied for the purposes set forth in Article V hereof and for any other legally permissible purposes of the Authority, including, without limiting the generality of the foregoing, transferring any available surplus balance in the Revenue Fund to other funds established by the Authority for legally permissible purposes of the Authority; and, pending such application, such moneys shall be held, in trust, for purposes of this Agreement.

ARTICLE V

Payment of Sums by the Authority

SECTION 5.01. The Authority hereby unconditionally agrees to pay to the Township or its assigns, but only from the Receipts and Revenues from the Sewer System and other legally available funds and only after payment or proper provision for payment of Administrative Expenses and Operating Expenses, the following sums at the following times (or less frequently if paid in advance, subject to Section 5.02 hereof), in immediately available funds:

A. Commencing on or before March 15, 2021, and on or before March 15 of each year thereafter, the amount which, together with other available funds, is required to pay the Debt Service with respect to the Series C of 2020 Bonds, as provided in Schedule A hereto, on the next succeeding April 1; and

B. Commencing on or before September 15, 2021, and on or before September 15 of each year thereafter, the amount which, together with other available funds, is required to pay the Debt Service with respect to the Series C of 2020 Bonds, as provided in Schedule A hereto, on the next succeeding October 1; and

C. Additionally, the Authority shall also pay to the Township or its assigns, when and as required, all 2020 Paying Agent's fees and expenses reasonably required and fairly attributable to the portion of the Series C of 2020 Bonds attributable to the Project, as applicable and appropriate.

SECTION 5.02. The Authority may make payments in advance from time to time, on account of the amounts payable to the Township or its assigns hereunder, in installments, all of which amounts shall be credited against the payments at the time next due. All such payments shall be made directly to the

2020 Paying Agent, as applicable and appropriate, unless otherwise directed by the Township, and shall be deposited by the 2020 Paying Agent, as applicable and appropriate, in the Sinking Fund created under the Ordinance, as applicable and appropriate, in the respective amounts set forth in Schedule A hereto. The Authority may also prepay all or any portion of the amounts payable hereunder at the times, to the extent and upon the same conditions that the Township has the right under the Ordinance to redeem the Series C of 2020 Bonds and such amounts shall promptly be applied by the Township toward optional redemption of the Series C of 2020 Bonds.

SECTION 5.03. The obligations of the Authority to make the payments hereunder and to perform and observe the other agreements on its part contained herein shall be specifically enforceable and shall be absolute and unconditional, subject only to the limitations contained herein. During the term of this Subsidy Agreement, the Authority: (a) will perform and observe all of its covenants, agreements and obligations contained in this Subsidy Agreement; (b) will perform and observe all of its covenants, agreements and obligations contained in any agreement relating to the Sewer System; and (c) will pay without abatement, diminution or deduction (whether for taxes or otherwise) all amounts required to be paid hereunder, regardless of any cause or circumstances whatsoever including, without limiting the generality of the foregoing, any defense, set-off, recoupment or counterclaim which the Authority may have or assert against the Township, the 2020 Paying Agent or any other person, any failure of the Township to perform any covenant or agreement contained herein or in any other agreement between the Authority and the Township, any indebtedness or liability at any time owing to the Authority by the Township, any commercial frustration of purpose, any change in the tax or other laws of the United States or of the Commonwealth or any political subdivision of either or any failure of the Township to perform and observe any agreement, whether expressed or implied, or any duty, liability or obligation arising

out of or in connection with this Subsidy Agreement, the Ordinance, the Series of C 2020 Bonds or the Sewer System. Amounts required to be paid by the Authority hereunder shall be received by the Township as net sums and the Authority covenants to pay all charges against or which might diminish such net sums.

Nothing contained in this Section 5.03 shall be construed to release the Township from the performance of any of the agreements on its part herein contained; in the event the Township should fail to perform any such agreement on its part, the Authority may deem it necessary to compel performance so long as such action does not affect the performance of the obligations of the Authority contained herein. The Authority may, however, at its own cost and expense and in its own name or in the name of the Township, prosecute or defend any action or proceeding or take any other action involving third persons which the Authority deems reasonably necessary in order to secure or protect its rights hereunder, and in such event the Township hereby agrees to cooperate fully with the Authority and to take all actions necessary to effect the substitution of the Authority for the Township in any such action or proceeding if the Authority shall so request.

The Authority hereby waives, to the extent permitted by applicable law, any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statute or otherwise, to terminate or cancel or to limit its liability under this Subsidy Agreement, except in accordance with the express terms hereof.

SECTION 5.04. It is the intent and purpose of this Subsidy Agreement that (1) the Authority shall be obligated to subsidize the full Debt Service on the Series C of 2020 Bonds, as specified on Schedule A hereto, (2) and that the Township shall be required to pay over to the 2020 Paying Agent, as applicable and appropriate, only that portion of the Debt Service that cannot be paid from the

Receipts and Revenues from the Sewer System or from other money of the Authority that shall be available for the purpose. Therefore, the parties hereto agree that the Township shall be entitled to credits against the Debt Service, which credits shall be equal to the total of: (1) the amount that from time to time shall be paid by the Authority to the 2020 Paying Agent in each Fiscal Year to be available for applicable Debt Service in accordance with terms of the Ordinance; and (2) any other amount that shall be available for Debt Service in accordance with the terms of the Ordinance, respectively. Accordingly, on or before April 1 and on or before October 1, respectively, of each Fiscal Year, the 2020 Paying Agent, after having received from the Authority such money as shall be available for transfer to the 2020 Sinking Fund, as applicable and appropriate, each, as applicable and appropriate, shall notify the Township of any deficiency in the funds that shall be available for transfer to the 2020 Sinking Fund, for Debt Service, and the Township forthwith shall pay over to the 2020 Paying Agent, any amount or amounts required at the time to eliminate such deficiency for Debt Service for such Fiscal Year that would occur on the following April 1 or October 1, as appropriate. If in any Fiscal Year the total Debt Service on the Series of 2020 Bonds shall be in excess of the credits to which the Township is entitled under this Section 5.04 and the Township has paid over to the 2020 Paying Agent, in its capacity as paying agent for the Series of 2020 Bonds, such amount or amounts as at that time shall be required to discharge, in full, the obligations of the Township under the Ordinance, the Authority agrees to cause to be repaid to the Township the amount or amounts actually advanced to 2020 Paying Agent, in its capacity as paying agent for the Series of 2020 Bonds, from any money that shall be available for that purpose.

SECTION 5.05. In order to facilitate the budgeting of anticipated credits by the Township as provided in Section 5.04, the Authority agrees to furnish to the Township, on or before September 15 of each Fiscal Year, a Consulting Engineers' Certificate with respect to the money anticipated to be available for

payment by the Authority to the applicable Paying Agent on or before April 1 and on or before October 1 of the following Fiscal Year for deposit in the 2020 Sinking Fund and to be available for Debt Service.

SECTION 5.06. The obligations of the Authority under this Subsidy Agreement shall be absolute and unconditional, subject to the limitations contained herein, irrespective of any other agreement or instrument to which the Authority shall be a party, and shall remain in full force and effect until the entire principal of and interest on the Series C of 2020 Bonds shall have been paid or shall have been provided for to the satisfaction of the 2020 Paying Agent, as applicable and appropriate, and shall not be affected, modified, diminished or impaired upon the happening, from time to time, of any event, including, without limitation, any of the following, whether or not with notice to or consent of the Township, unless such notice or consent is required hereunder:

A. The failure of the Authority to perform any obligation contained in any other agreement, for any reason whatsoever, including, without limiting the generality of the foregoing, insufficiency of funds, negligence or willful misconduct on the part of the Authority or its agents or independent contractors, legal action of any nature that shall delay construction relating to, or operation of, the Sewer System, labor disputes, war, insurrection, natural catastrophe or laws, rules or regulations of any body, governmental or otherwise, having proper jurisdiction;

B. The failure to give notice to the Authority of the occurrence of a default under terms and provisions of this Subsidy Agreement or the Ordinance;

C. The inaccuracy of the estimate of credits or anticipated credits, as appropriate, required under Section 5.05;

D. The validity, enforceability or termination of the Ordinance;

E. The neglect or failure of the Township or the 2020 Paying Agent to exercise or to preserve any rights or rights of action against any party, person or property;

F. The failure of the Township or the 2020 Paying Agent to have enforced, on prior appropriate occasions, any right or right of action against any party, person or property;

G. The compromise, settlement, release, alteration, indulgence or any other change or modification of any obligation or liability of the Township under the Ordinance, regardless of the nature of such obligation or liability and regardless of the extent to which such obligation or liability shall have been modified, compromised or otherwise changed;

H. The waiver of the payment, performance or observance by the Authority, the 2020 Paying Agent or the Township of any obligations, covenants or agreements contained in the Ordinance or in this Subsidy Agreement;

I. The extension of the time for payment of the principal of any Series C of 2020 Bonds or any part thereof owing or payable under this Subsidy Agreement or of the time for performance of any other

obligations, covenants or agreements under or arising out of the Ordinance or this Subsidy Agreement;

J. The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Ordinance;

K. The taking of, or the omission to take, any action referred to in the Ordinance or in this Subsidy Agreement;

L. Any failure, omission or delay on the part of the Township or the 2020 Paying Agent to enforce, to assert or to exercise any right, power or remedy conferred upon or vested in the Township or the 2020 Paying Agent hereunder or under the Ordinance, or to enforce, to assert or to exercise any other right or rights on the part of the Township, the 2020 Paying Agent or any of the holders, at any time or from time to time, of the Series C of 2020 Bonds;

M. The voluntary or involuntary liquidation, dissolution, sale or other disposition of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustments or other similar proceedings affecting the Township or the Authority or any of the assets of either of them, or any allegation or contest of the validity of this Subsidy Agreement in any such proceeding;

N. The release or discharge of the Authority, to the extent permitted by law, from performance or observance of any obligation,

covenant or agreement contained in this Subsidy Agreement, by operation of law;

O. The default or failure of the Authority fully to perform any of its obligations set forth in this Subsidy Agreement; or

P. The damage to or partial or total destruction of the Sewer System or the taking of title to or the temporary or permanent use of the Sewer System by any lawful body or authority.

SECTION 5.07. Obligations of the Authority hereunder shall not be affected by any bankruptcy, arrangement for the benefit of creditors, reorganization or other similar proceedings; and the Authority specifically waives any rights or benefits that could accrue to it by reason of any such proceeding and agrees that the same shall not affect its liability or responsibility hereunder, regardless of the effect that such proceedings may have with respect to the obligations of the Township.

SECTION 5.08. Obligations of the Authority hereunder shall not be subject to any setoff, counterclaim or defense resulting from any breach or any alleged breach by the Township or by the 2020 Paying Agent of any obligation to the Authority, whether said obligation arises under this Subsidy Agreement or from any other transaction between the Authority and the Township or the 2020 Paying Agent, regardless of the nature of such transaction.

ARTICLE VI

Limitation of Obligations

SECTION 6.01. Anything to the contrary herein notwithstanding, there shall not be any obligation on the part of the Authority to make any payment

except from the Receipts and Revenues from the Sewer System deposited into the Revenue Fund and other legally available funds of the Authority and this Subsidy Agreement shall not constitute a general obligation of the Authority, but shall, pursuant to the Authorities Act, constitute a special obligation of the Authority, payable solely from the Receipts and Revenues from the Sewer System and other legally available funds of the Authority.

ARTICLE VII

Rate Covenant; Budgeting of Debt Service

SECTION 7.01. The Authority covenants that it has adopted resolutions fixing and charging sewer rentals, rates and other charges upon owners of improved property that shall be connected to the Sewer System for use thereof and for services rendered by the Authority in connection therewith. The Authority also covenants to keep such resolutions or subsequent similar resolutions in full force and effect continuously during the time any portion of the Series of 2020 Bonds attributable to the Project shall remain outstanding.

The Authority covenants that such sewer rentals, rates and other charges imposed pursuant to the resolutions in effect at the time shall be at least such that the estimated amounts to be received by the Authority therefrom, together with other estimated Receipts and Revenues from the Sewer System to be received by the Authority, and together with money otherwise estimated to be available under provisions hereof for the purposes, will be sufficient:

A. To pay the reasonable Administrative Expenses of the Authority in connection with the Sewer System in each Fiscal Year, to the extent that such Administrative Expenses otherwise shall not be provided for;

B. To pay the reasonable Operating Expenses of the Authority, in each Fiscal Year, to the extent that such Operating Expenses otherwise shall not be provided for;

C. To meet its obligations and satisfy the requirements of the rate covenant under any indenture or loan agreement; and

D. To provide an amount, in each Fiscal Year, so long as any portion of the Series C of 2020 Bonds attributable to the Project shall remain outstanding, equal to at least 110% of the Debt Service, in such Fiscal Year, on the then outstanding portion of the Series of 2020 Bonds attributable to the Project, as set forth on Schedule A hereto, to the extent that such Debt Service otherwise shall not be provided for;

Provided, however, that in determining, for any Fiscal Year, whether or not the Authority is or will be, as applicable, in compliance with the foregoing covenants, the requirements for such Fiscal Year shall be decreased by the aggregate amount or amounts, if any, of Receipts and Revenues from the Sewer System received by the Authority in any prior Fiscal Year or Fiscal Years that was or were in excess of the aggregate amount or amounts required to be collected in such prior Fiscal Year or Fiscal Years pursuant to the foregoing covenant, but only to the extent that such excess Receipts and Revenues from the Sewer System at such time shall be available in the Revenue Fund for the purposes set forth above.

SECTION 7.02. The Authority covenants to keep on file with the Township and the 2020 Paying Agent, at all times, certified resolutions fixing and charging sewer rentals, rates and other charges upon owners of improved property that shall be connected to the Sewer System for use thereof and for services rendered by the Authority in connection therewith, together, if applicable, with a

certified resolution or certified resolutions establishing and adopting rules and regulations, including alterations, amendments and additions thereto and modifications and revisions thereof, as adopted, from time to time, by the Authority, relating to use of the Sewer System, if a separate resolution or resolutions is or are adopted for such purpose, together with an Officers' Certificate, to be filed with the Township on or before December 1 of each Fiscal Year, beginning on or before December 1, 2020, stating that, in the opinion of the Officers, amounts estimated to be received by the Authority from collection of such sewer rentals, rates and other charges, together with other Receipts and Revenues from the Sewer System estimated to be received by the Authority, and together with money otherwise estimated to be available for the purposes, are sufficient to meet debt service requirement on the Series C of 2020 Bonds attributable to the Authority.

The Authority covenants to enforce, at all times, the then effective certified resolutions fixing and charging sewer rentals, rates and other charges, duly and promptly to collect such then effective sewer rentals, rates and other charges, and, if such then effective sewer rentals, rates and other charges are not paid, to take all reasonable and proper steps to enforce such payments, including the filing of proper municipal claims or liens to the extent and in the manner provided by law, from time to time.

The Authority covenants, from time to time, as often as it shall appear necessary, and, in any event, if at any time the Officers shall not file an Officers' Certificate required to be filed under this Section 7.02 because of the inadequacy of Receipts and Revenues from the Sewer System estimated to be received by the Authority, as stated by the Consulting Engineers in writing, to immediately revise its sewer rentals, rates and other charges so as to meet requirements of Section 7.01 and to eliminate any deficiencies of the prior Fiscal Year or Fiscal Years and to file a certified resolution fixing and charging such revised sewer rentals, rates and

other charges with the Township and to cause the Consulting Engineers to file with the Township an Officers' Certificate as required by this Section 7.02.

ARTICLE VIII

Additional Covenants and Agreements of the Authority

SECTION 8.01. The Authority covenants and agrees as long as the Series C of 2020 Bonds shall remain outstanding: (a) to maintain the Sewer System in good repair and operating condition; (b) to continuously operate the same; (c) to make all necessary and proper repairs, renewals, replacements and improvements to the Sewer System in order to maintain adequate service; (d) to maintain adequate insurance against fire and such other risks as usually are included in extended coverage endorsements and also against such other risks as shall be deemed proper by the Authority, upon physical structures constituting part of the Sewer System upon which such insurance, as a trade practice in operation of sewer systems, normally is carried; (e) to maintain such public liability insurance, property damage insurance and worker's compensation insurance with respect to the Sewer System and the operation thereof as shall not be unsatisfactory of the Township; (f) to furnish the Township with such reports, statements or audits as the Township reasonably may require with respect to the Sewer System; (g) to continuously maintain all of its agreements, covenants and obligations under any agreement relating to the Sewer System with respect to the operation, maintenance and management of the Sewer System or otherwise; and (h) to maintain its corporate existence and its right to own and operate the Sewer System.

SECTION 8.02. The Authority covenants to furnish to the Township each annual statement relating to the Sewer System, prepared by its certified

public accountant and to promptly furnish to the Township its annual budget upon adoption.

SECTION 8.03. The Authority covenants that it shall not take any action or suffer or permit any action to be taken or any condition to exist (inclusive of the application, use or investment of the "proceeds" of the Series of 2020 Bonds) that causes or may cause the interest payable on the Series of 2020 Bonds to be subject to Federal income taxes, or that will cause the Township to be in violation of the Township's covenants under the Ordinance, or which, if the Township were taking such action, would cause the Township to be in violation of the Township's covenants under the Ordinance; and the Authority covenants to take all action, to do all things and to cause all things to be done that may be necessary so that the interest payable on the Series C of 2020 Bonds shall be and shall continue to be exempt from Federal income taxes.

ARTICLE IX

Representations and Warranties of the Authority

SECTION 9.01. The Authority makes the following representations and warranties, upon which the Township may rely, and upon which the Authority understands the Township is relying in entering into this Subsidy Agreement, and the Authority covenants and agrees that such representations and warranties shall be deemed to be continuing during the entire life of this Subsidy Agreement:

A. The Authority duly is existing under the Authorities Act and is authorized and empowered to acquire, construct, own, hold and operate the Sewer System;

B. The Authority duly is authorized and empowered to enter into this Subsidy Agreement and to incur the obligations provided for in this Subsidy Agreement;

C. The Authority, by due and legal action of its Board, has authorized execution and delivery of this Subsidy Agreement;

D. There is no litigation, pending or threatened, against the Authority, the outcome of which might affect the ability of the Authority to own or operate the Sewer System or which otherwise might affect the validity of this Subsidy Agreement;

E. There is no statute, rule, regulation, contract or agreement which is binding upon the Authority, which will be contravened by execution and delivery hereof or by performance of any term, condition, agreement or undertaking of the Authority provided for herein; and

F. The Authority has acquired, or the Authority has legal power and authority to acquire and will acquire, at the appropriate time, good and adequate title in and to all land and interests in land which shall be required for operation and use of the Sewer System.

ARTICLE X

Miscellaneous

SECTION 10.01. No amendment, change, modification, alteration or termination of the Ordinance that would in any way increase the obligations of the Authority under this Subsidy Agreement shall be effective without obtaining the prior written consent of the Authority.

SECTION 10.02. The Authority covenants with the Township that it duly and punctually will perform every covenant and agreement undertaken by the Authority under this Subsidy Agreement.

SECTION 10.03. In the event of default by the Authority in the punctual discharge of its obligations hereunder, the Township shall be entitled to exercise such remedies as are provided under the Debt Act, together with any other remedies that otherwise may be provided at law or in equity, including specific performance, or by other statutes, including but not limited to the remedies provided by Section 18 of the Authorities Act.

SECTION 10.04. No remedy conferred upon or reserved to the Township hereunder is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Subsidy Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default, omission or failure of performance hereunder shall impair any such right or power or shall be construed to be a waiver thereof, but any such right or power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Township to exercise any remedy reserved in this Subsidy Agreement, it shall not be necessary to give any notice other than such notice as herein expressly may be required. In the event any provision contained in this Subsidy Agreement shall be breached by any party and thereafter duly shall be waived by the other party so empowered to act, such waiver

shall be limited to the particular breach so waived and shall not be deemed to waive any other breach hereunder. No waiver, amendment, release or modification hereof shall be established by conduct, custom or dealing, but shall be established solely by an instrument, in writing, duly executed by the appropriate parties.

SECTION 10.05. This Subsidy Agreement constitutes the entire agreement and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof; and this Subsidy Agreement may be executed. simultaneously, in multiple counterparts, each of which counterparts shall be deemed to be an original, but all of which counterparts, together, shall constitute but one and the same instrument.

SECTION 10.06. The Authority expressly waives notice, in writing or otherwise, from the Paying Agent of the assignment of sums payable hereunder.

SECTION 10.07. This Subsidy Agreement is entered into by the Authority for the benefit of the Township.

SECTION 10.08. Terms of this Subsidy Agreement may be enforced as to any one or more breaches, either separately or cumulatively.

SECTION 10.09. Provisions of this Subsidy Agreement shall be severable, if any one or more of the phrases, sentences, clauses, Articles, Sections or parts contained in this Subsidy Agreement shall be deemed or declared invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of remaining portions of this Subsidy Agreement or any remaining parts thereof.

SECTION 10.10. This Subsidy Agreement may be amended or supplemented, from time to time, by a written document duly signed by the parties

hereto; Provided, however, that no amendment or supplement shall be made that shall diminish or discontinue the obligations of the Authority and of the Township hereunder.

SECTION 10.11. This Subsidy Agreement shall be construed in accordance with and shall be governed by laws of the Commonwealth.

IN WITNESS WHEREOF, each of the parties hereto, intending to be legally bound, pursuant to proper authorization of its governing body, causes this Subsidy Agreement to be executed by a duly authorized officer and to be attested by a duly authorized officer and its official or corporate seal to be affixed to this Subsidy Agreement, all as of the day and year first above written.

LOWER PAXTON TOWNSHIP AUTHORITY

ATTEST:

By:_____
David B. Blain, Chairman

_____
Chris Judd, Secretary

(SEAL)

TOWNSHIP OF LOWER PAXTON,
Dauphin County, Pennsylvania

ATTEST:

By:_____
Chairman of the Board
of Supervisors

_____
Secretary

(SEAL)

Date of Delivery: October 1, 2020

SCHEDULE A

Debt Service, as such phrase is defined in the Subsidy Agreement to which this Schedule A is attached, on the Series C of 2020 Bonds

LOWER PAXTON TOWNSHIP AUTHORITY
DAUPHIN COUNTY, PENNSYLVANIA

RESOLUTION NO. 20-09

OF THE BOARD OF THE LOWER PAXTON TOWNSHIP AUTHORITY (THE "AUTHORITY") AUTHORIZING AND APPROVING A SUBSIDY AGREEMENT WITH THE TOWNSHIP OF LOWER PAXTON; AUTHORIZING AND APPROVING PROPER OFFICERS OF THE AUTHORITY TO TAKE ALL OTHER PROPER ACTION NECESSARY TO COMPLETE ACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, Lower Paxton Township Authority (the "Authority") is a municipal Authority existing under and governed by the Pennsylvania Municipality Authorities Act, 53 Pa. C.S. Ch. 56, as amended and supplemented; and

WHEREAS, The Township of Lower Paxton, Dauphin County, Pennsylvania (the "Township") is a political subdivision existing under the laws of the Commonwealth of Pennsylvania; and

WHEREAS, The Authority heretofore acquired and constructed certain sewer system facilities in and for portions of the Township (the "Sewer System"); and

WHEREAS, The Township heretofore undertook the design, acquisition, construction and implementation of various capital improvements with respect to the Sewer System to, inter alia, eliminate hydraulic overload in the Beaver Creek basin, the Paxton Creek basin and the Spring Creek drainage basin by the replacement of portions of the collection and conveyance system (the "Sewer Remediation Project") to comply with a Second Consent Decree with the Commonwealth of Pennsylvania, Department of Environmental Protection, approved by the Pennsylvania Commonwealth Court on September 13, 2013, as subsequently amended (collectively the "Consent Decree"); and

WHEREAS, The Township heretofore undertook the design, acquisition, construction and implementation of various capital improvements with respect to the Sewer System to, inter alia, eliminate hydraulic overload in the Beaver Creek basin, the Paxton Creek basin and the Spring Creek drainage basin by the replacement of portions of the collection and conveyance system (the “Sewer Remediation Project”) to comply with a Second Consent Decree with the Commonwealth of Pennsylvania, Department of Environmental Protection, approved by the Pennsylvania Commonwealth Court on September 13, 2013, as subsequently amended (collectively the “Consent Decree”); and

WHEREAS, The Township has heretofore, issued its General Obligation bonds, Series of 2014, dated as of May 14, 2014, in the aggregate principal amount of $29,915,000 (the “Series of 2014 Bonds”) issued in part for the for the purpose of implementing the Sewer Remediation Project; and

WHEREAS, The Township has heretofore, issued its General Obligation bonds, Series of 2016, dated as of February 17, 2017, in the aggregate principal amount of $27,285,000 (the “Series of 2016 Bonds”) issued in part for the for the purpose of implementing the Sewer Remediation Project; and

WHEREAS, The Township has determined that it in the interest of the Township to advance refund a portions of the Series of 2014 Bonds and the Series of 206 Bonds, in order to reduce debt service over the life of the Series of 2014 Bonds and the Series of 206 Bonds (the “Refunding Project”) ; and

WHEREAS, The Township has determined to issue a series of general obligation bonds, to be sold at negotiated sale, to be designated as its General Obligation Bonds, Series C of 2020, in a maximum aggregate principal amount not to exceed $40,000,000 (the “Series of 2020 C Bonds”) to be applied for and towards

paying costs and expenses of the Refunding Project and paying costs and expenses of issuance of the Series of 2020 C Bonds; and

WHEREAS, In connection with the required financing, the Township has agreed to receive a proposal for purchase of the Series of 2020 C Bonds (the "Proposal") and to enact an ordinance in accordance with applicable law accepting the Proposal, and authorizing the Refunding Project and issuance of the Series of 2020 C Bonds (the "Ordinance"); and

WHEREAS, the Authority desires to authorize and approve the Refunding Project, and further, desires hereby to request the Township to provide the financing required to complete the Refunding Project; and

WHEREAS, The Authority, in connection with said financing, has determined to enter into a Subsidy Agreement with the Township, which shall provide, *inter alia*, that the Authority shall periodically pay certain sums to the Township, derived solely from the receipts and revenues from the Sewer System, for application toward the payment of the portion of the debt service on the Series of 2020 C Bonds relating to the Refunding Project; and

WHEREAS, the Township has requested the Board of the Authority to, *inter alia*, grant its approval to the Project, the Township's issuance of the Series of 2020 C Bonds, the Subsidy Agreement, and further, to indicate its intentions with respect to appropriate and required legal action and proceedings related to the Project and the issuance of the Series of 2020 C Bonds.

NOW THEREFORE, BE IT RESOLVED, by the Board of the Lower Paxton Township Authority as follows:

1. The Authority approves the Project and the Township's issuance of the Series of 2020 C Bonds therefor, and consents to a portion of the Series of 2020 C

Bonds, in the aggregate principal amount not to exceed $40,000,000,000, being used to pay the costs and expenses of the Refunding Project, including related costs of issuance of the Series of 2020 C Bonds. The Authority requests the Township to proceed with the financing of the Refunding Project, and the Authority approves of the Township accepting the Proposal for the purchase of the Series of 2020 C Bonds. If the Township shall hereafter accept the Proposal, it shall provide to the Authority a certified copy of the accepted Proposal which shall be filed with this Resolution in the minutes of the Authority.

The Recitals hereinbefore set forth, and those capitalized terms defined or used therein, are incorporated herein by reference.

2. The Authority shall enter into a Subsidy Agreement with the Township which shall provide, *inter alia*, that the Authority shall periodically pay certain sums to the Township as subsidy payments derived solely from the receipts and revenues from the Sewer System for application toward the payment of that portion of the debt service on the Series of 2020 C Bonds attributable to the Refunding Project.

The Subsidy Agreement shall be of the form and with the content satisfactory to the Proper Officers of the Authority executing, sealing, attesting and delivering the same and appropriate to give effect to then known facts, figures and circumstances at the time of execution and delivery thereof. The Authority approves the form of the Subsidy Agreement presented to the Authority at the meeting at which this Resolution is adopted.

Proper Officers of the Authority are authorized and directed to execute, to attest and to seal, as appropriate, and to deliver the Subsidy Agreement immediately upon adoption of this Resolution, provided that the Subsidy Agreement shall not be effective until the Township shall have enacted the Ordinance and executed, sealed, attested and delivered the Subsidy Agreement. Further, Proper Officers of the Authority are authorized and directed to take all action required under the Subsidy Agreement.

3. The Authority expresses its intention to take all necessary and appropriate legal action and proceedings which shall be required to enable the Township to issue and to deliver the Series of 2020 C Bonds in accordance with the terms, conditions and provisions of the Proposal, and to enable the Township to satisfy all legal requirements in connection therewith, including, but not limited to, entering into the Subsidy Agreement with the Township, and with respect to the Series of 2020 C Bonds.

4. Proper Officers of the Authority are authorized and directed to execute and to deliver such other documents and to do such other things as may be necessary to comply, or to enable the Township to comply with the terms and provisions of the Proposal and the intent and purpose of this Resolution.

5. Without limiting the generality of the foregoing, the Authority expresses its intention to execute and deliver all appropriate and required documents and to do and to perform any and all other acts appropriate and required on its behalf in order to enable the Township to consummate the Refunding Project.

6. The Authority ratifies and confirms all action heretofore taken by the Township in connection with the Refunding Project and issuance of the Series of 2020 C Bonds.

THE REMINDER OF THIS PAGE IS BLANK
SIGNATURE PAGE TO FOLLOW

DULY ADOPTED, this 25th day of August, 2020, by the Board of Lower Paxton Township Authority, in lawful session duly assembled.

LOWER PAXTON TOWNSHIP AUTHORITY

_____
David B. Blain, Chairman

ATTEST:

_____
Chris Judd, Secretary

(SEAL)

CERTIFICATE

I, the undersigned officer of Lower Paxton Township Authority (the "Authority"), certify that the foregoing is a true and correct copy of a Resolution which duly was adopted by affirmative vote of a majority of all members of the Board of the Authority at a meeting of said Board duly convened and held according to law on August 25, 2020, at which meeting a quorum was present; that said Resolution duly has been recorded in the minutes of the Authority; and that said Resolution is in full force and effect, without amendment, alteration or repeal, as of the date of this Certificate.

I further certify that the Board of the Authority met the advance notice and public comment requirements of the Sunshine Act, Act No., 1986-84 of the General Assembly of the Commonwealth of Pennsylvania, approved July 3, 1986, by advertising said meeting, by posting prominently a notice of said meeting at the principal office of the Authority or at the public building in which said meeting was held, and by providing a reasonable opportunity for public comment at said meeting, all in accordance with such Act.

IN WITNESS WHEREOF, I set my hand and affix the official seal of the Authority, this 25th day of August, 2020.

_____
Chris Judd, Secretary

(SEAL)

AUTHORITY MANAGEMENT REIMBURSEMENT
DUE TO THE TOWNSHIP
FY-2021

****PAYROLL** - Reimbursement for salaries paid quarterly for Authority personnel. All admin salaries are calculated at a proposed 3.50% increase from 2020 rates. All union salaries are calculated at the negotiation 2.80% increase per the CBA Overtime is estimated at 3% of the 1,064,315 total cost of union salaries (31,929.46). Personnel is composed of 23 full time,1 part-time employee, 1 intern for 2 months Positions are as follows: 1 Director, 1 Operations Supervisor, 2 Crew Leaders, 1 Engineer, 4 Inspectors, 6 Maintenance Mech, 1 I & I Coordinator, 1 Project Coordinator 1 Meter Technician, 1 Equipment Operator, 1 Business Office Secretary, 1 Secretary, 1 Clerk, 50% of 1 GIS Technician, 1 Part-time Clerk, and 1 intern	**1,602,011**
Social Security tax - Portion paid by Township	**122,554**
Pension MMO - 18.6676% Minimum obligation for the Township's yearly contribution to the pension fund. Based on full-time employee's salaries.	**299,057**
Workers Comp - 5.01 per 100 x .670 $5.01 per $100 of salaries paid to employees, multiplied by a risk factor of .670	**53,775**
Medical, dental/vision, disability and life insurance Health insurance cost for Authority employees	**644,486**
Physicals Estimated 15 physicals from US Regional Occupational Health at an approximate cost of $85.00 each	**1,275**
Administration Charges 20% of the salary, taxes, pension, workers compensation, and health insurance costs for the following Township employees who help serve the Authority: Bradley Gotshall, Shellie Smith, Kay Lengle, Tim Houck Gayla Unfried, Amber Greene, Alycia Knoll, and Leigh Ann Urban 50% of new staff accountant position ($74,400/2= $37,200) Plus 20% of IT charges from Appalachia Technologies	**329,510**
Total	**3,052,667**

EXHIBIT 2

EXHIBIT 3

Lower Paxton Township Authority
Explanation of 2021 Engineering Expense Budget
August 6, 2020

FUND 036- SEWER OPERATING FUND:

ADMINISTRATIVE
Annual Services: Account 36-4001-408.01

- General Engineering Services $115,000
  This includes services outside the scope of those covered under the retainer.

  Development Reviews and Admin $50,000

  Misc. Engineering Services
  - Phase 161 – Chapter 94 Report $ 6,000
  - Phase 0100 - Misc. Non Retain Services $20,000
  - Phase 1400 - Intermunicipal Agreements $ 5,000
  - Phase 2800 – Financing/Rate Projections $12,000
  - Phase 4200 - Grease Trap/Interceptor Program $ 5,000
  - Phase 4700 – Design One Calls $17,000

  SUBTOTAL **$65,000**

  This budget excludes engineering services for updating the tapping fee or any grant applications or assistance.

- Annual Retainer $20,000
  An annual retainer services per Exhibit A-1.

Total Estimated Account 36-4001-408.01 ***$135,000***

SEWER OPERATING
PennDOT: Account 36-4300-429.31

- PennDOT $10,000
  This is an allowance for misc. PennDOT work. No projects are known for 2021.

Total Estimated Account 36-4300-429.31 ***$10,000***

FUND 037- CAPITAL EXPENDITURES:

Act 537/SSO Improvements: Account 37-4800-429.39 and 37-4800-429.41

- 37-4800-429.39 Paxton Creek $5,000
  North Branch Interceptor is anticipated to be paid in early 2021. This allowance includes $5,000 engineering assistance.

- 37-4800-429.41 Beaver Creek $21,000
  Raise Beaver Creek metering pit. This allowance includes $16,000 for contract bid and award phase services and administration. Construction is estimated at $84,000.

  BC Interceptor MH Frame replacements Phase 2. This allowance includes $5,000 for permitting.

Total Engineering Budget 4800 Accounts 37-4800-429.39 and 37-4800-429.41 $26,000

Sewer System Mini-Basin Rehab Program: Accounts 37-4900-407.02 through 37-4900-429.73

These costs are those associated with various aspects of engineering services for the mini-basin rehab program.

- 37-4900-407.02 GIS $13,000
  This allowance includes $3,000 for annual hosting subscription and $10,000 for GHD to perform on-going edits to the GIS data as requested by the Authority throughout the year.

- 37-4900-408.02 Engineering- Metering Data Analysis / Hydraulic Modeling/ Study $85,000
  This is an allowance for data analysis of ongoing sub-basin and mini-basin data. It includes data processing throughout the metering season, metering and capacity evaluations, preparation and execution of Authority's metering program, hydraulic modeling, and data requests. A total of $65,000 is projected for the annual metering data analysis and reporting as required by the Second Consent Decree. An additional amount of $20,000 is included for data requests, evaluations, hydraulic modeling, and alternatives planning outside of the annual requirements of the Second Consent Decree.

- 37-4900-408.03 Meetings Management, Assessment & Reporting $36,000
  This is an allowance for the continued review and improvement relating to the successful implementation of the Beaver Creek and Paxton Creek Corrective Action Plans and similar efforts in Spring Creek and Asylum Run. This includes periodic reviews of program cost-effectiveness, prioritization of rehabilitation and system improvements, evaluation of construction approaches, development of Annual DEP Progress Report, and annual review of projected project costs and billing rates, preparation and attendance at monthly internal progress meetings and the annual PADEP meeting.

- 37-4900-429.44 Research and Development $2,000
  This is an allowance for Authority Staff and GHD to perform research and development of I/I rehabilitation methods including under-slab repairs, private sewer repairs and other sewer system rehabilitation methods. This budget will only be used as needed.

- 37-4900-429.60 Beaver Creek BC-2A/2B/2C and BC-5B $193,000

Project costs include an allowance of $49,000 for construction phase engineering, project closeout and record drawings. Project costs also include one full time inspector for 12 months at $144,000. Construction is scheduled to continue into 2021.

- 37-4900-429.63 Mainline External Repairs (Maint. &Emergency Repairs Contract) $10,000
  Project costs include and allowance of $10,000 for miscellaneous engineering costs associated with the contract.

- 37-4900-429.64 Metering and Field Investigation $5,000
  This is an allowance for technical assistance with the flow metering program and wet weather field investigation assistance.

- 37-4900-429.68 Right-of-Way Clearance $5,000
  To maintain access to the sewers, GHD recommends on-going right-of-way clearing projects. Engineering costs include an allowance of $5,000 for the preparation of plans and specifications, bidding and award phase services, and project administration.

- 37-4900-429.72 Beaver Creek BC-7A/7B/7C/7D $225,000
  Project costs include an allowance of $200,000 for final design/specs/permitting and $25,000 for bid and award. Project is anticipated to be bid in 2021 with construction starting in 2022.

- 37-4900-429.73 Spring Creek SC-2B $64,000
  Project costs include an allowance of $35,000 for construction phase engineering, project closeout and record drawings. Project costs also include one full time inspector for 2.5 months at $29,000. The lining project is scheduled to start in late 2020.

- 37-4900-429.73 Spring Creek 1 Interceptor Replacement $70,000
  Project costs include an allowance of $5,000 for survey, $20,000 for design phase services and easements, $15,000 for permitting, $5,000 for bid and award, $10,000 for construction phase engineering and $15,000 for inspection.

Total Engineering Budget Accounts 4900 37-4900-407.02 through 37-4900-429.74 $708,000

2021 ENGINEERING EXPENSE DRAFT BUDGET SUMMARY:

TOTAL ALL FUND 036 ACCOUNTS =	**$145,000**
TOTAL ALL FUND 037 ACCOUNTS (Design/bid/award/admin)=	**$546,000**
TOTAL ALL FUND 037 ACCOUNTS (Inspection)=	**$188,000**
TOTAL ENGINEERING ALL FUNDS=	**$879,000**

DRAFT

LOWER PAXTON TOWNSHIP AUTHORITY
SANITARY SEWER FUND
2021 BUDGET NARRATIVE

OPERATING FUND REVENUES

Account Number	Description	Proposed 2021
36	**SEWER RENTAL USER CHARGE**	
36-3001-341.01	INTEREST INCOME Interest income from Sewer accounts.	25,000
36-3001-341.05	PLGIT ARM INTEREST INCOME 2016 BONDS	500
36-3001-341.06	PLGIT ARM INTEREST INCOME 2020 BONDS	150,000
36-3001-364.10	RENTALS - CURRENT 26,280 EDUs at current rate of $153, includes prorated EDU's total $16,205,760 less 4% delinquency + 3% collections	16,043,703
36-3001-364.11	TAPPING FEES One time fee of $2,165 per EDU in Beaver Creek and $1,615 in Paxton Creek, which includes the $75 inspection fee. Estimate of 226 EDUs in 2020 based on the average of Beaver/Paxton Creek permits issued in 2018/19/20.	428,000
36-3001-364.12	REIMBURSEMENTS Reimbursements PENNDOT	10,000
36-3001-364.13	ESCROW REIMBURSEMENT Engineering, inspection, and legal fee reimbursements for developer installed sewer extensions	100,000
36-3001-364.15	STORM SEWER REIMBUSEMENT Reimbusement from Storm Sewer Fund for billing,admin Services, pipe TV services see exhibits for complete listing.	270,111
	TOTAL AUTHORITY OPERATING REVENUES	**17,027,314**

OPERATING FUND EXPENSES

Account Number	Description

36

4001 **ADMINISTRATION**

36-4001-401.01	MANAGEMENT REIMBURSEMENT Reimbursement to the Township for services rendered pursuant to the Management Agreement. Payroll, including Soc Sec taxes, Work Comp, and Pension - 1.8 M, Health Insurance,400K,Two Admin 20% 200K, misc 50K	3,052,667
36-4001-402.01	AUDIT FEES Professional services related to the annual audit required by the State. It includes the audit retainer and extra audit fees. Sewer Fund 11k, Stormwater Fund 4k The Township and the Authority have retained the same firm to prepare the 2019 audits.	11,000
36-4001-404.01	LEGAL SERVICES Professional services related to legal counsel Solicitor $90,000, Special Counsel CRW $2K, Contract Litigation $10K, delinquent account collections 320 accounts at average $250/account or $80,000	182,000
36-4001-406.03	OFFICE EXPENSE General office supplies including equipment maintenance contracts, subscriptions, sewer bills, forms and the printing/mailing of bills by Smart Bill. 30% storm fund Example expenses: money counter-$300/yr., Check Encoder/ $3,000/yr., Suez Reports-$1,000/yr., PMAA Membership-$1,800/yr., (Sewer Bills-$5,000/yr., Printing/Mailing Bills-$12,000/yr., 50% paid by storm fund)	38,000
36-4001-406.05	BOND PAYER FEES Fees associated with M&T Bank for previous Authority Bonds.	4,000
36-4001-406.07	TELEPHONE & ALARM Modems for computers and flow meters - $8,000 Alarms for pump stations - $3,000 Office telephone service - $5,000 Cell phones - $12,000	32,000
36-4001-406.11	LEGAL ADVERTISING Newspaper ads to fulfill Sunshine Law for Board meetings, invitations to bidding, and other advertisements.	4,000
36-4001-406.15	TRAINING AND EDUCATION Trade Association dues $3,000; UCC Renewals $5,000	11,000

	Asbestos training $2,000, Conf. $1,000	
36-4001-406.17	REAL ESTATE TAXES	1,000
36-4001-406.19	POSTAGE Expenses associated with postage, including utility billing, delinquents, and correspondence. Mailing of sewer bills equals $22,000 per year and additional mail costs of $8,000 per year for delinquents and $6,000 for correspondence. 50% paid by stormwater fund	24,000
36-4001-406.29	RENT & GENERAL SERVICES Rent and items billed by the Township for office space.	41,200
36-4001-406.30	MISCELLANEOUS General miscellaneous items, office furniture, and petty cash.	12,500
36-4001-407.01	COMPUTER COSTS Logics 18k, profit star 2k, Twp web page 7k, Laser Fiche 2,500	29,500
36-4001-408.01	ENGINEERING SERVICES Services as per 2021 Engineering Service Agreement. See attached Engineers Service Agreement	135,000
36-4001-429.21	DEP FINES Payment of fines levied by DEP for overflow violations of the Second Consent Order for Beaver, Paxton, and Spring Creek. BC @ $750 x 8 overflows = $6,000	6,000
36-4001-486.01	INSURANCE Annual insurance premiums paid by the Authority to its insurance broker, Brown & Brown Insurance. Various types of coverage include: Property, General Liability, and Public Officials Liability.	39,000
	SUBTOTAL 4001 ACCOUNTS	**3,622,867**
4300	**SEWER OPERATIONS FACILITY**	
36-4300-429.12	ELECTRIC Electrical expenses at the sewer operations facility.	6,000
36-4300-429.13	GAS SERVICE Gas expenses at the sewer operations facility.	5,500
36-4300-429.14	GENERAL MAINTENANCE SUPPLIES General maintenance supplies at the Operations Facility, including the HVAC maintenance $5K, janitorial services ($5,000/yr.), supplies $4,000	25,000

36-4300-429.16	WATER SERVICE Water for flusher truck, and Operations Facility.	7,000
36-4300-429-21	VEHICLE LEASE PAYMENTS 15 existing trucks under lease with Enterprise 70% of Director's Ford Escape $3,700	133,900
36-4300-429.22	GASOLINE Gasoline expenses related to vehicles and portable equipment.	32,000
36-4300-429.23	UNIFORM SERVICE Cleaning of uniforms for 16 employees - $7,000/yr., replacement of old tee shirts, shorts, uniforms, and boot reimbursement for employees $1,500	8,500
36-4300-429.24	TOOLS Any tools or equipment needed for sewer maintenance.	2,500
36-4300-429.25	VEHICLE MAINTENANCE Vehicle repairs, including State inspection.	12,000
36-4300-429.26	PURCHASE MAJOR EQUIPMENT	0
	SUBTOTAL 4300 ACCOUNTS	**232,400**
4300	**SEWER OPERATIONS**	
36-4300-429.28	ELECTRIC-PUMP STATIONS This item pays for electric at the pump stations. Cost to Authority is dependent on flow, which is determined by weather conditions.	24,000
36-4300-429.30	SEWER MAINTENANCE COSTS material supplies, MH frames and cover 20K, rieser rings 15K equipment rental/contracted services 60K, includes one-calls	95,000
36-4300-429.31	PENNDOT EXPENSES GHD design, minor Sewer relocations/manhole adjustments Larger projects under fund 37 PENNDOT/Misc expenses	35,000
36-4300-429.32	WATER-PUMP STATIONS Water expenses at pump stations	4,900
36-4300-429.34	PUMP STATION MAINTENANCE 30K Normal pump station maintenance activities including pump and electrical repairs and building and grounds	30,000

	SUBTOTAL 4300 ACCOUNTS	**188,900**
4300	**SEWER TRANSMISSION**	
36-4300-429.35	SWATARA FLOW SURCHARGE Surcharges are levied for excessive flows.	50,000
36-4300-429.36	SWATARA - TRANSMISSION AND TREATMENT Annual transmission/treatment expenses based on EDU's Actual Swatara budget is $1,387,716. Swatara typically provides true-up in 3rd qt of $200,000. The 2021 budget is based on receiving 50% of the 2020 true up or $100,000. $1,387,716 - $100,000 = $1,287,716.	1,287,716
36-4300-429.37	HARRISBURG - TRANSMISSION AND TREATMENT Annual expenes based on 2021 rate -$4.39/1000gal 2020 consumption 820,000,000 + new connections in 2020	3,599,800
36-4300-429.38	PAXTANG - TRANSMISSION Annual payment to the Borough of Paxtang for the transmission of sewage thru the Borough via the Spring Creek Interceptor.	14,000
	SUBTOTAL 4300 TRANSMISSION ACCOUNTS	**4,951,516**
4700	**DEBT SERVICE (See Debt Service Schedule)**	
36-4700-471.13	PENNVEST 2009 LOAN PRINCIPAL	481,019
36-4700-471.15	SERIES 2014 PRINCIPAL	510,000
36-4700-471.16	SERIES 2015 PRINCIPAL	10,000
36-4700-471.17	SERIES 2016 PRINCIPAL	525,000
36-4700-471.18	PENNVEST 2019 LOAN PRINCIPAL	0
36-4700-471.19	SERIES 2019 PRINCIPAL	245,000
36-4700-471.20	SERIES 2020 A PRINCIPAL	505,000
37-4700-471.21	SERIES 2020 B PRINCIPAL	1,325,000
36-4700-472.13	PENNVEST 2009 LOAN INTEREST	198,477
36-4700-472.15	SERIES 2014 INTEREST	976,872
36-4700-472.16	SERIES 2015 INTEREST	449,525
36-4700-472.17	SERIES 2016 INTEREST	861,431

36-4700-472.18	PENNVEST 2019 INTEREST	200,766
36-4700-472.19	SERIES 2019 INTEREST	1,542,050
36-4700-272.20	SERIES 2020 A INTEREST	973,325
36-4700-272.21	SERIES 2020 B INTEREST	66,025
	TOTAL DEBT SERVICE	**8,869,490**
	TOTAL AUTHORITY OPERATING EXPENDITURES	**17,865,173**

LOWER PAXTON TOWNSHIP AUTHORITY
2021 BUDGET NARRATIVE
37 SANITARY SEWER CAPITAL PROJECTS

37-4800-429.39	PAXTON CREEK ACT 537 IMPROVEMENTS North Branch Susq Project/ LPT share 2.1 Million, GHD 100k	2,200,000
37-4800-429.41	BEAVER CREEK ACT 537/SSO IMPROVEMENTS BC meterpit building $80K GHD contract bid, award, admin 16K BC Interceptor MH Frame replacements Phase 11 GHD permiting 5k, MH frame costs 55k	156,000
	SUBTOTAL 4800 ACCOUNTS	**2,356,000**

SEWER SYSTEM MINI-BASIN REHAB PROGRAM
Budget based on Second Consent Decree with PADEP
Rehabilitation Schedule for 2021
(Note: See Exhibit 3 for Engineering Expenses explanation which are included with each line item)

37-4900-407.02	GIS PROGRAM Continuing development of GIS System for mini-basins. GHD eng $13,000, 3k for host fee and 10k for updates	13,000
37-4900-408.02	ENGINEERING -- METERING DATA ANALYSIS/MODELING Data analysis metering data and Beaver Creek Modeling.	85,000
37-4900-408.03	MEETINGS, MANAGEMENT, ASSESSMENT & REPORTING The program requires close communications among the Authority and Engineering staff, as well as with PADEP and the adjoining municipalities. Specific reporting requirements are contained in the Consent Decree. This task includes: ● Bi-weekly mini-basin plan and schedule meetings ● DEP Annual Report	36,000

	● PADEP Meetings ● Mini-Basin I/I Analyses/Effectiveness Report	
37-4900-429.43	MISCELLANEOUS EXPENSE/NEW EQUIPMENT PENNDOT Nyes Road $400,000 New Vac Truck $525,000 sewer at 75% or $393,750	793,750
37-4900-429.44	RESEARCH & DEVELOPMENT -- I/I PROGRAM Staff and GHD Engineering Research & Development of I/I rehab methods for eliminating the hydraulic overload, including under-slab repairs, private sewer repairs, and other sewer system rehab alternatives. Engineering $2,000.	2,000
37-4900-429.60	BEAVER CREEK BC-2A/B/C/BC-5B GHD 193K Inspection and admin only, Hills Carnes 35K HRG 40k Inspection Construction 11 Million, includes lining	11,268,000
37-4900-429.63	MAINLINE EXTERNAL REPAIRS Based on normal maintenance and main line sewer repairs with the annual maintenance contract prices. Estimate $250,000. GHD Engineering $10,000.	260,000
37-4900-429.64	METERING Metering costs of staff for maintenance, and new sub-basin meters, $80K Meters, 5K GHD	85,000
37-4900-429.68	RIGHT-OF-WAY CLEARANCE Clearing of ROWs for mini-basins, engineering $5,000	30,000
37-4900-429.69	SUMP PUMP REMOVAL Removal of sump pumps in PC mini basins.	5,000
37-4900-429.72	BEAVER CREEK BC-7A/B/C/D GHD 150K bid specs and award in 2021 construction in 2022 I/I Crew expenses and yards, 90 building sewers 200K	350,000
37-4900-429.73	SPRING CREEK SC-2B GHD 64K Lining Inspection and Admin only Construction to begin Jan 2021 estiamte of 2M	2,064,000
37-4900-429.74	SPRING CREEK 1 INTERCEPTOR REPLACEMENT GHD design/permitting/bid/award/admin 50k, GHDinspect 20k Construction 480k	550,000
	SUBTOTAL 4900 ACCOUNTS	**15,541,750**
	TOTAL CAPITAL PROJECT EXPENDITURES	**17,897,750**

SECOND AMENDMENT TO THE PAXTON CREEK INTERCEPTOR AGREEMENT

THIS SECOND AMENDMENT TO THE PAXTON CREEK INTERCEPTOR AGREEMENT, made the _____day of _____, in the year two thousand twenty (2020), by and between Lower Paxton Township Authority (LPTA) and Susquehanna Township Authority (STA)(collectively the "Parties" as follows:

BACKGROUND

A. On January 13, 1969 LPTA and STA entered into an agreement relating to the construction, ownership, use and payment of a sewer interceptor to be constructed in the Township of Susquehanna for the purpose of receiving sewage from collections within the Paxton Creek Drainage Area of Lower Paxton Township and within portions of Susquehanna Township.

B. On May 1, 1971 the parties entered into an amendment to the agreement in order to award construction contracts and allocate the share of the net project costs.

C. The allocated in pipe capacity of the interceptor was established at a daily peak flow of 7.79 million gallons per day (MGD) to LPTA and 4.49 MGD to STA, a total of 12.28 MGD.

D. The engineer for STA and LPTA has performed metered hydraulic capacity analysis which has determined that the maximum safe carry capacity is 20 MGD.

E. The parties desire to further amend the agreement to provide for revised interceptor capacities based on current engineering studies and allocate the additional capacity of 7.72 MGD to each party.

F. The parties desire to allocate the additional safe carry capacity based on the agreement split of 59% LPTA and 41% STA. Based on this percentage split the LPTA capacity shall increase 4.55 MGD (59% of 7.72 MGD) and STA shall receive an increase in capacity of 3.17 MGD (41% of 7.72 MGD).

G. The parties desire to modify the agreement based on ongoing compliance with DEP Corrective Action Plans both parties are implementing.

Accordingly, in consideration of the above recitals and the mutual covenants herein and intending to be legally bound hereby, the Parties agree as follows:

1. The allocated capacity of the original 1969 agreement of 12.28 MGD is hereby amended to 20 MGD, the safe carrying capacity. LPTA's daily peak flow rate of 7.79 MGD is hereby increased by 4.55 MGD to 12.34 MGD and STA's daily peak flow rate of 4.49 MGD is hereby increased by 3.17 MGD to 7.66 MGD. Set forth on Exhibit A.

2. All other terms and conditions of the agreement dated January 13, 1969 and the amendment dated May 1, 1971 shall remain in full force and effect.

3. This Second Amendment may be excuted in one or more counterparts, each of which is an original, and all or which constitute only one agreement between the parties.

ATTEST: SUSQUEHANNA TOWNSHIP AUTHORITY

_____ By_____

(SEAL)

ATTEST: LOWER PAXTON TOWNSHIP AUTHORITY

_____ By_____

(SEAL)

MAY 2020 ALLOCATION OF PAXTON CREEK INTERCEPTOR 20.0 MGD SURCHARGE CARRYING CAPACITY [1]						
	Previously Allocated In Pipe Capacity [2]		Additional Surcharge Capacity Distribution [3]		Total Surcharge Capacity Distribution	
	(MGD)	%	(MGD)	%	(MGD)	%
LPTA	7.79	63.4%	4.55	59.0%	12.34	61.7%
STA	4.49	36.6%	3.17	41.0%	7.66	38.3%
Total	12.28		7.72		20.00	

1. 20 MGD surcharge capacity presented in GHD's "LPTA/STA Paxton Creek Surcharge Capacity Analysis" Memo dated July 31, 2019.

2. Allocation of 12.28 MGD in-pipe design capacity from Jan 13, 1969 LPTA/STA Paxton Creek agreement.

3. Additional capacity agreed share LPTA 59% and STA 41% based on Paxton Creek interceptor cost sharing.

LOWER PAXTON TOWNSHIP AUTHORITY

RESOLUTION 20-08

A RESOLUTION OF LOWER PAXTON TOWNSHIP AUTHORITY AUTHORIZING THE TEMPORARY WAIVER OF THE 10% PENALTY ON UNPAID SANITARY SEWER AND STORMWATER CHARGES AND ESTABLISHING A TERMINATION MORATORIUM FOR WATER SHUTOFFS OF UNPAID SANITARY SEWER CHARGES CONSISTENT WITH THE PUC EMERGENCY ORDER OF MARCH 13, 2020

WHEREAS, the Lower Paxton Township Authority (the "Authority") is a municipality authority, existing under the Municipality Authorities Act, as amended; and

WHEREAS, the Authority has entered into a Management Agreement with Lower Paxton Township (hereinafter the Township) to provide certain services in connection with the operation and maintenance of the sanitary sewer and stormwater system, including the billing and collection for Sanitary Sewer service and for Stormwater service in accordance with the Sanitary Sewer rates and the Stormwater rates and other charges, as established and imposed by the Authority; and

WHEREAS, the Authority has established by Resolution 19-01 and 97-06 that Stormwater Management User Fees and Sanitary Sewer rental charges shall be rendered in arrears of the service provided for quarterly service periods of January 1, April 1, July 1, and October 1 of each year. Stormwater Management User Fees and Sanitary Sewer Charges shall be due and payable upon presentation and if not paid on or before the due date, a penalty of ten percent (10%) of the current billed amount shall be added; and

WHEREAS, the Governor's Office of the Commonwealth of Pennsylvania issued a Proclamation of Disaster Emergency on March 6th, 2020, due to the spread of COVID-19 under the authority of 35 Pa.C.S. § 7501, *et seq.* that authorized the suspension of certain procedures and formalities prescribed by law and urged counties to "act as necessary to meet the current exigencies; and

WHEREAS, the Township Manager issued a Declaration of Disaster Emergency on March 18, 2020, with the Board of Supervisors of the Township ratifying such Declaration on March 24, 2020, recognizing the existence of a disaster emergency in the Township due to COVID-19; and

WHEREAS, the Governor mandated the closure of physical non-life-sustaining businesses, effective March 21st, 2020, and has urged "social distancing" measures to prevent the spread of COVID-19; and

WHEREAS, the Authority recognizes that the finances of many sanitary sewer and stormwater fee rate payers will be negatively affected by the closure of local businesses, layoffs of employees, and uncertainty in the financial markets; and

WHEREAS, the Authority desires to mitigate the economic impact of COVID-19 on Authority rate payers by using its discretion to waive penalties for late sanitary sewer and stormwater charges, providing for the temporary waiver of the 10% penalty on unpaid sanitary sewer and stormwater charges for the quarterly service periods of April 1, 2020, with a payment due date of April 30, 2020 and the July 1, 2020 billing, with a payment due date of July 31, 2020; and

WHEREAS, the Pennsylvania Public Utility Commission (PUC) issued an Emergency Order on March 13, 2020 establishing a termination moratorium prohibiting the termination of water service to wastewater customers with delinquent sanitary sewer charges; and

WHEREAS, the Authority desires to ratify the Emergency Order of the PUC prohibiting the termination of water service to customers with delinquent sanitary sewer charges.

NOW, THEREOFRE, BE IT RESOLVED AND IT IS HEREBY RESOLVED by the Township Board of the Lower Paxton Township Authority as follows:

SECTION 1. The foregoing Recitals to this Resolution are incorporated herein and made a part hereof.

SECTION 2. The Lower Paxton Township Authority authorizes the Township to temporarily waive the 10% penalty on unpaid sanitary sewer and stormwater charges for the quarterly service periods of April 1, 2020, with a payment due date of April 30, 2020, and the July 1, 2020 billing, with a payment due date of July 31, 2020.

SECTION 3. The Lower Paxton Township Authority hereby authorizes the Township to establish a termination moratorium prohibiting the termination of water service to wastewater customers with delinquent sanitary sewer charges.

SECTION 4. This Resolution shall be effective immediately.

DULY ADOPTED as Resolution **20-08 this 26th day of May 2020 by** the Board of the Lower Paxton Township Authority.

ATTEST: LOWER PAXTON TOWNSHIP AUTHORITY

Secretary By: Chairman

(SEAL)

JOINT POLLUTANT REDUCTION PLAN IMPLEMENTATION TRACKING

(BOLD PROJECT LINES ARE TO BE UPDATED w/ CURRENT STATUS)

Paxton Creek Planning Area	2019 BMP	2019 Planned	Sediment Reduction Reported	% Reduction of Overall Goal (Reported Only)	Planning Area Goal	Needed Reduction	Tributary	Actual Implementation Schedule Cost	Cost/lb Sed	(Grant Award)	Notes	Point of Contact	Task Order #
Short Term Goal			***500,949***		*403,613*	*(97,336)*							
Veterans Park - North & South	**BMP-04 and -05**	**247,250**	**361,670**	**21%**			**Asylum Run**	**$ 714,286**	**$ 2**	**$ (357,143)**	**PennDOT/RES**		**2020-01**
Pine Apartment Complex	**BMP-11**	**166,750**	**139,279**	**8%**			**Asylum Run**	**$ 442,857**	**$ 3**	**$ (221,429)**	**PennDOT/RES**		**2020-01**
Long Term Goal			***528,420***		*1,412,645*	*884,225*							
Veterans Park - North & South	BMP-04 and -05	247,250	361,670										
Fox Hunt	**BMP-01**	**86,250**		**0%**			**Fox Run**						
Stonebridge Apartment	**BMP-02**	**166,750**	**166,750**	**10%**			**Asylum Run**	**$ 522,000**	**$ 3**	**$ (275,000)**	**Property easements and permit submittal (GP and restoration w**	**Jason Hinz - HRG**	
CWP - Shutt Mill Rd/Walker Mill Rd	**BMP-06**	**505,171**		**0%**			**Paxton Creek**						
Susq Union Green	**BMP-07**	**505,700**		**0%**			**Paxton Creek**					**Alex Greenly - HRG**	
Walker Mill Rd - stream	**BMP-13**	**69,000**		**0%**			**Paxton Creek**						
Walker Mill Rd - basin	**BMP-13**	**21,743**		**0%**			**Paxton Creek**						
CRW Street Sweeping	**BMP-15**	**29,864**		**0%**			**Paxton Creek**				**CRW**	**Claire Mulhardt - CRW**	
Wildwood PRP Goal			**-**		*282,529*	*282,529*							
Fox Hunt	BMP-01	86,250	-										
Susq Union Green	BMP-07	505,700	-										
Joint Planning Area Goal			***960,250***		*1,750,725*	*790,475*							
Fox Hunt	BMP-01	86,250	-										
Stonebridge Apartment	BMP-02	166,750	166,750										
Veterans Park - North & South	BMP-04 and -05	247,250	361,670										
CWP - Shutt Mill Rd/Walker Mill Rd	BMP-06	505,171	-										
Susq Union Green	BMP-07	505,700	-										
Black Run - North	**BMP-09**	**387,320**		**0%**			**Paxton Creek**						
Pine Apartment Complex	BMP-11	166,750	139,279										
Walker Mill Rd - stream	BMP-13	69,000	-										
Walker Mill Rd - basin	BMP-13	21,743	-										
CRW GSI Projects	BMP-14	10,886	-										
CRW Street Sweeping	BMP-15	29,864	-										
Spring Creek	**N/A**	**N/A**	**163,979**	**9%**			**Spring Creek**	**$ 414,286**	**$ 3**	**$ (207,143)**	**PennDOT/RES**		**2020-01**
Kohl Park	**N/A**	**N/A**	**128,572**	**7%**			**Spring Creek**	**$ 428,571**	**$ 3**	**$ (214,286)**	**PennDOT/RES**		**2020-01**
UNT Spring Goal			**-**		*4,514*	*4,514*							
CRW GSI Projects	**BMP-14**	**10,886**		**0%**			**UNT to Spring Cr**				**CRW**	**Claire Mulhardt - CRW**	
								$ 2,522,000		$ (1,275,000)			
							actual total cash expense		$1,247,000				

PAXTON CREEK JOINT PRP IMPLEMENTATION MEETING >

Via Zoom

AUGUST 19, 2020

Projects Status

- PennDOT/RES update
- Currently active status
- Targets for activity next
  - Lead municipality
  - Funding
- For consideration: LPT – Stream Restoration, Devonshire at Greenhill Roads

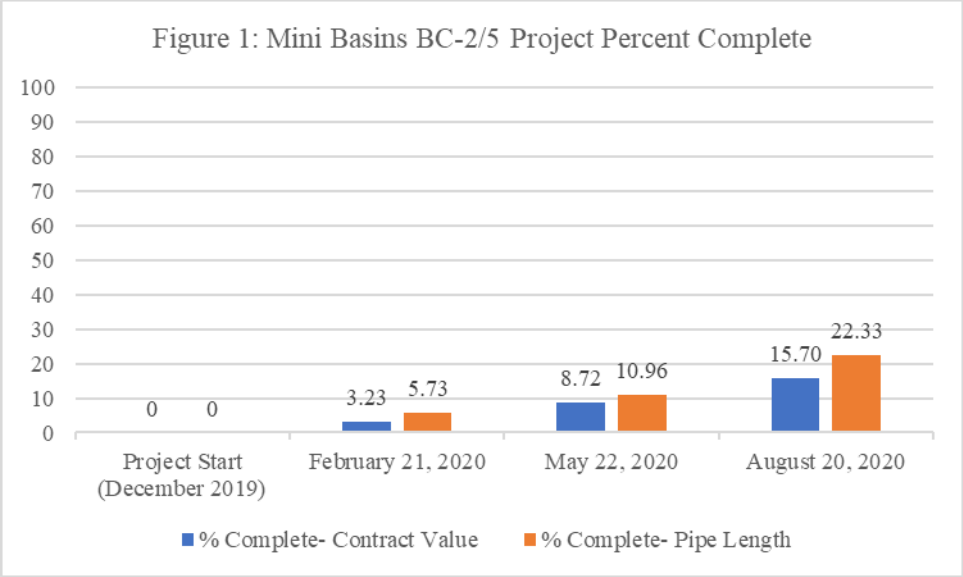
Task Orders to be Completed for Active Projects

- Stonebridge Apartments
- CRW Activities
- Others

Miscellaneous

- Project signage

1. **Mini Basins BC-2A,2B,2C and 5B Sewer System Improvements Project**
   - **Project Location:** Eastern Linglestown Area- See map
   - **Contract Work:** *Sanitary*- 7.5 miles of mainline sewer, 190 manholes, 530 laterals. *Storm*- 2.0 miles of storm sewer, 125 drainage structures.
   - **Contractor:** DOLI Construction Corporation
   - **Contract Value:** $16,933,333.25
   - **Amount Paid to Date:** $2,658,873.03
   - **Substantial Completion Date:** August 31, 2021
   - **Final Completion Date:** October 31, 2021
   - **Approximate Percent Complete:** See Figure 1 below.
   - **Project Status:** See map- Green streets (Nassau, Amy, Harrise, Florence)- All storm and sanitary work is completed. Red Streets (Sunny, Jerome, Judy)- Sanitary mainline and manhole work is completed. Laterals and storm sewer replacement remain. Contractor estimates that all pipe work in this area will be completed in the next two months.
   - **Items to Note:**
     - Permanent paving restoration will begin on green streets on or about September 8, 2020. DOLI anticipates base paving the red streets for the winter.
     - DOLI is falling behind schedule. A progress meeting was held on August 13 to review their schedule. Their plan to accelerate work is to allocate more crews to this project starting this winter. At this point they have no concerns with meeting substantial and final completion dates listed above.



Note: Pipe length as of August 20, 2020 and contract value through July 31, 2020

CLICK HERE to review an ArcGIS Online Story Map regarding the product demonstration / prequalification process for our upcoming trenchless lining project.

If the above link does not work, type https://arcg.is/0D5KbO into a browser

Lower Paxton Township Authority

Engineer's Report

June 2020 – August 2020

GHD | 1240 North Mountain Road, Harrisburg, PA 17112| 11207872| August 2020

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1. Annual Progress Report

On behalf of the Authority, GHD submitted the Second Consent Decree Annual Progress Report covering the June 1, 2019 through May 31, 2020 reporting period to PA DEP and the other parties to the Consent Decree on June 29, 2020. The annual meeting to discuss the Annual Progress Report and the status of the I/I Program was held on August 11, 2020. The key highlights of the Annual Progress Report are included in the attached presentation from that meeting. The following are updates on recent activities not included in the Annual Report presentation.

1.1 Metering Program

During this report period, Township staff continued to maintain 35 meter sites with the assistance of GHD. The 35 sites include 24 permanent flow meters, three (3) overflow boxes, three (3) metered pump stations, four (4) rain gauges, and one (1) groundwater well. The four (4) temporary meters were removed on June 3, 2020.

1.2 Wet Weather Events

One (1) significant wet weather event (WWE) was experienced during this report period. The following table presents the basic statistics for the WWE.

Date	Rainfall (in.) (1)	MH 2790 Control Basin Peak (mgd)	Storm Category	Reported Overflows	Weather Summary & Notes
8/4/2020	1.4	0.42	Significant	None	

(1) Rainfall data from Koon's Park Rain Gauge.

1.3 Beaver Creek Metering Chamber

GHD prepared structural and electrical drawings to raise the top of the metering chamber out of the flood plain and to construct a concrete enclosure similar to Swatara's existing metering chambers. GHD received the flood plain information from FEMA and is working on the permitting activities.

2. Strategic Planning/Beaver Creek and Paxton Creek I/I Program Updates

2.1 Beaver Creek Program

GHD and Township staff are currently updating the Beaver Creek Interceptor and Nyes Road Interceptor hydraulic models to evaluate the hydraulic grade line and overflow locations for the Beaver Creek Basin R/W Clearance and Manhole Rehabilitation Project.

2.2 Paxton Creek Program

GHD and Township staff updated the hydraulic model with the results of recent conveyance upgrade and rehabilitation/replacement projects and recent temporary mini-basin metering. The model was used to evaluate reducing the hydraulic overload for future growth. GHD and Township staff will be updating the last remaining projects that will be needed to address capacity for growth and comply with the IMA limit with Susquehanna Township.

2.3 Spring Creek Program

GHD and Township staff determined the project scope to address the overflow potential in the SC-1 Sub-Basin. The trunk line will be upgraded from MH 3182 to MH 417 (~1,400 LF) to increase capacity. This replacement project will connect the 2013 SC-1G Trunk Upgrade Project to the 1992 Sussex Drive Relief Sewer Upgrade Project with PVC pipe. The current schedule is to have the trunk line surveyed at the beginning of 2021, followed by design, permitting and easement activities. Construction should be completed late next year or early in 2022. GHD and Township staff will be scheduling a meeting with Swatara Township Authority and ARRO to discuss the modeling results and the impact of the upgrade project on Swatara's system.

3. I/I Projects Summary

3.1 Construction Observation

During this period, GHD provided a full-time Resident Project Representative (RPR) to observe the sanitary sewer replacement/relocation work for PennDOT's Nyes Road Safety Improvements project, the sanitary sewer relocation at Central Dauphin East High School and the BC-2 project. Since the Nyes Road sanitary sewer work is now complete, GHD's RPR will be returning to the BC-2 project.

3.2 BC-2A/2B/2C/5B Sanitary Sewer Replacement/Rehabilitation

During this period, GHD performed additional pre-construction video work and incorporated lining work into the 2020 Lining Project drawing set and contract documents. The Substantial Completion and Final Completion dates for this Contract are August 31, 2021 and October 31, 2021, respectively. The Township will be granting an 18-day extension of these completion dates due to the state-mandated time off the job at the end of March/early April due to COVID-19.

3.3 BC-7A/7B/7C/7D/8C/8D

During this period, GHD continued with design, permitting and easement activities, coordinating our work with Township and HRG staff. We also assisted Mr. Weaver in preparing PowerPoint slides for inclusion in the third and final public meeting presentation performed by Township staff. Easement work is now complete and permit applications should be submitted during the next period. This project is currently scheduled to be advertised for bids in 2021, with completion of construction by the end of 2023.

3.4 Beaver Creek Basin R/W Clearance and Manhole Rehabilitation

During this period, GHD completed the wetlands investigations/delineations for access points to the Nyes Road Interceptor Phase 2 manholes and prepared the Phase 2 wetlands report.

GHD will perform wetlands investigations/delineations associated with accessing the Phase 1 and Phase 2 manholes on the Beaver Creek Interceptor, Trunk G and Trunk H, after Township staff provides a report summarizing the recommended work in these areas.

3.5 PC-4C and PC-4E Sanitary Sewer Replacement/Rehabilitation

GHD finalized the record drawings and transmitted a set to Township staff for review.

3.6 SC-2B Sanitary Sewer Rehabilitation

During this period, GHD finalized the design for a sanitary sewer relocation around the tennis courts at Central Dauphin East High School. This work was issued to Doli as maintenance work under Work Order No. 1 of the 2020 Emergency and Maintenance Contract.

3.7 2020 Lining Project

During this period, GHD provided draft specifications to the Township for review and participated in review sessions with Township staff and HRG. The Project Manual is currently being finalized for bidding. GHD also worked with Township staff on finalizing the contract drawings. The lining contract will include work in Mini-basins SC-2B and BC-2B/2C/5B, as well as some recently-identified lining work in BC-9A and BC-10C. The project is currently scheduled to be advertised for bids in the next week or two, with bid opening at the end of September or early October. We anticipate that project completion will be at the end of 2021.

4. Emergency Repairs to the Wastewater Collection System

GHD opened bids for the 2020 Emergency and Maintenance Contract on June 12, 2020. DOLI Construction Corporation was the low bidder and a contract was awarded to DOLI on June 17, 2020. The notice to proceed was issued on July 8, 2020.

To date, one (1) maintenance work order has been issued to DOLI under the current contract. As noted above, this work order includes the relocation of sanitary sewer within the Central Dauphin East High School Property. Township staff are currently reviewing Work Order No. 2 to address miscellaneous paving needs.

5. PennDOT Projects

5.1 Nyes Road and Devonshire Heights Intersection Safety Improvements (SR 2019-017)

During this period, GHD provided a full-time Resident Project Representative (RPR) to observe the sanitary sewer replacement/relocation work for PennDOT's Nyes Road Safety Improvements project. The sanitary sewer main has been installed and the contractor is finishing punch list items. GHD's RPR discovered two conflicts with the gas main that was installed within the sanitary sewer trench by UGI in Nyes Road and Devonshire Heights Road after the new sewer was installed. GHD and Township staff met with PennDOT, PennDOT's engineer and UGI to discuss the Authority's concerns on July 29th and sent follow-up letters to PennDOT. PennDOT and UGI met on August 17th to discuss the conflicts and UGI agreed to relocate the portions of the gas main that are within the sanitary sewer trench.

The overall project is scheduled to be completed by the end of fall of 2020.

6. Developer Reviews

GHD provided services related to several development projects from May 16, 2020 through August 18, 2020, including the following:

6.1 Development Drawings Review:

- Gateway, Lot 16 – GHD reviewed the second submission of drawings for Gateway Lot 16. GHD sent a review letter to the Developer on August 12, 2020. The drawings were approved.

6.2 Record Drawings Review:

- None.

6.3 Planning Module/Sewer Connection Permit/Tapping Fee Review:

- None.

6.4 Individual Lateral Review:

- Enders Insurance: GHD provided a letter on April 30, 2020 requesting an easement for the existing sanitary sewer in Blackberry Alley. This project will require a sewer easement over an existing sewer main since a public alley is being abandoned. (No change from last report, GHD is still waiting for the sewer easement)

6.5 Pre-Construction Meetings:

- None.

6.6 Construction Observation:

- None.

6.7 Punch Lists:

- Stray Winds Farm Phase 6 – Punch list letter was sent June 30, 2020.
- Estates of Autumn Oaks Phase II – Punch list letter was sent on July 16, 2020.
- Mindy Meadows Phase 2 – Punch list is complete. Letter was sent on July 17, 2020 requesting record drawings, sewer dedication paperwork, and other closeout documents.
- Blue Ridge Village – Punch list is complete and sewers have been dedicated.

6.8 Sewers Offered for Dedication to the Authority:

- None.

7. GIS

7.1 GHDLaunch & ArcGIS Online Web-Mapping

GHD continues to provide guidance and assistance for the implementation of ESRI's ArcGIS Online (AGOL) cloud-based GIS application tools as needed. AGOL integrates with the existing GHDLaunch GIS system, providing a flexible interface for structuring and viewing data, tools for data collection, and the ability to provide information and updates to sanitary sewer and storm water projects though a web map interface.

In the previous Quarter GHD has perform or assisted in these tasks related to the AGOL platform.

- Provided Administration of the AGOL site. Set up user accounts, content structure, share settings, data collaborations with GHD.
- Set up BC-2ABC, 5B Pre-Construction video progress tracking dashboard.
- BC-4A – Captured lateral locations from BC4ABC, 5B record drawings into Launch.
- Wetland mapping and data collection coordination for Beaver Creek ROW clearing project.
- SC-2B GPS data updates
- Public facing mini-basin web map application.
- Development mapping tracking data setup
- Assistance with Eos Arrow RTK GPS unit and related GIS database.
- Assistance in setting up sanitary sewer GIS data into ITPipes software in CCTV truck.
- Attend meeting regarding Municity software implementation.

- Set up Fat-Oil-Grease tracking database.
- Review and work with summer interns.

7.2 PA1Call Responses

During the period of May 16, 2020 through August 18, 2020, GHD assisted Township Staff with the research and response to 21 PA One Call (PA1Call) design requests. The average response rate is 2 business days of receiving the request, well within the 10-day required response period.

7.3 Storm Water

GHD provided assistance to Natalie Hoffman for storm water GIS-related requests. The requests have primarily been parcel reviews as part of the appeals process for the storm water fee.

GHD identified anomalies in the storm water database and GPS tools for the summer interns to field verify and correct data. ArcGIS Online map applications were setup for field use on iPad tablets working the GPS unit. ArcGIS Online map applications were also setup for in-house use displaying all the storm water features and a separate application displaying private/public storm water features.

8. Harrisburg/Capital Region Water (CRW)

No activity this period by GHD.

9. Swatara Annual Meeting

Swatara is finalizing a study to replace their curent dryer at the wastewater treatment plant. GHD was asked to review the study and the recent updates and provide comments since LPTA will share in the project costs. GHD staff is working with Swatara's engineer regarding a few outstanding questions and will submit a summary of our review to Township staff in September.

10. Susquehanna Township Paxton Creek Agreement

GHD and Township staff attended a meeting with Susquehanna Township on July 14th to review a proposed Paxton Creek Agreement Amendment. The meeting reviewed the distribution of the increased surcharge capacity in the Paxton Creek Interceptor. This agreement if approved would effectively increase the peak flow limit for LPTA to 12.34 MGD for the combined Paxton Creek flows.

Also discussed at the meeting was Susquehanna's progress on the revisions for the North Branch and Woodridge interceptor improvements and agreement and the joint approach to CRW's long-term control plan Concent Decree.

11. Project Funding and Sewer Rates

11.1 2016 and 2020 Bond Issues

The Township closed on the 2016 Bond Issue in February 2016. The Township reported that approximately $374,200 of the $25M 2016 bond issue proceeds was remaining after the second check run in August. During this period, GHD worked with the Authority's bond counsel and financial advisor to prepare a self-liquidating debt report for the 2020 Bond Issue for sewer projects. Our report was delivered to bond counsel on June 30th. The Authority received the proceeds of the $29M 2020 bond issue on July 10th. We anticipate that the proceeds of the 2016 Bond Issue will be drawn down during September, after which the proceeds of the 2020 Bond Issue will begin to be used.

If you have any questions or comments, please contact us.

Sincerely,
GHD

Kevin B. Shannon, PE
Project Manager

Resolution #	Parcel #	Name	House Number	Street	City	State	Zip
20-10-01	35-043-068	Tammy L Ross Brehm	5570	Merivale Court	Harrisburg	PA	17112
20-10-02	35-043-069	Eleanor V Straw Linda V Straw	5590	Merivale Court	Harrisburg	PA	17112
20-10-03	35-045-160	Richard O Wilson Josita M Wilson	5505	Kenwood Avenue	Harrisburg	PA	17112
20-10-04	35-045-209	Patrick M Lau	400	Gannett Street	Harrisburg	PA	17112
20-10-05	35-046-033	Edward D McLaughlin Faye B McLaughlin	5620	Devon Drive	Harrisburg	PA	17112
20-10-06	35-046-116	Edward F Hine Katysue S Hine	5839	Milton Road	Harrisburg	PA	17112
20-10-07	35-046-117	Karl H Adrien Murielle Barreau	5814	Devonshire Heights R	Harrisburg	PA	17112
20-10-08	35-047-023	Denise A Marshall	5998	Devonshire Road	Harrisburg	PA	17112
20-10-09	35-047-083	David W Glazer Tania L Glazer	6000	Devonshire Road	Harrisburg	PA	17112
20-10-10	35-047-087	Rhonda Eckenroth	5943	Devonshire Heights R	Harrisburg	PA	17112
20-10-11	35-047-097	Anthony J McGraw Colleen M McGraw	6002	Devonshire Road	Harrisburg	PA	17112
20-10-12	35-062-021	Marlin L Bibb Nancy A. Bibb	1111	Fairmont Drive	Harrisburg	PA	17112
20-10-13	35-062-046	Leighton T Suthers	1101	Fairmont Drive	Harrisburg	PA	17112
20-10-14	35-062-062	Joseph T Dehner Jr Nancy J Dehner	5901	Devonshire Road	Harrisburg	PA	17112
20-10-15	35-089-076	Paul D Yost Robin D Yost	1201	Wheatfield Drive	Harrisburg	PA	17112
20-10-16	35-096-041	Frantzy St Pierre Olguine St Pierre	5706	Kenwood Avenue	Harrisburg	PA	17112
20-10-17	35-116-018	Francis J Komykoskl Angela M Komykoski	5929	Tyler Drive	Harrisburg	PA	17112
20-10-18	35-116-019	Susan K Leed	5913	Tyler Drive	Harrisburg	PA	17112
20-10-19	35-116-024	Tod A Shutt Karen R Shutt	5849	Tyler Drive	Harrisburg	PA	17112
20-10-20	35-116-029	Stephen A Appleby Carrie A Appleby	5920	Tyler Dr	Harrisburg	PA	17112
20-10-21	35-116-030	Matthew R Steltzer Jenna R Steltzer	5938	Tyler Drive	Harrisburg	PA	17112
20-10-22	35-116-059	Debra B Miller	5923	Mayfair Drive	Harrisburg	PA	17112

20-10-23	35-116-060	Jill K Eyster Gary L Eyster	406	Rabuck Drive	Harrisburg	PA	17112
20-10-24	35-130-080	Patrick Haig Danica Roskos Haig	5986	Camden Drive	Harrisburg	PA	17112
Springford area							
20-10-25	35-119-032	Heatherfield Community Association		Nyes Road	Harrisburg	PA	17111
20-10-26	35-119-035	Margaret A Poleshuk	6431	Taunton Road	Harrisburg	PA	17111
20-10-27	35-119-037	Sean F Roden Reynolds Regina M Roden-Reynolds	806	Thetford Court	Harrisburg	PA	17112
20-10-28	35-119-046	Andrew A Romano III Beth S Romano	805	Harrowgate Drive	Harrisburg	PA	17111
20-10-29	35-119-047	Amber McCown	803	Harrowgate Drive	Harrisburg	PA	17111
20-10-30	35-119-074	Heatherfield Community Association		Whitehaven Road	Harrisburg	PA	17112
Byron Ave area							
20-10-31	35-052-223	One Room Corporation	4811	Jonestown Road	Harrisburg	PA	17112
20-10-32	35-053-121	Jessica E Deardorff David A Deardorff	213	Earl Avenue	Harrisburg	PA	17112
20-10-33	35-053-122	Rachel E Singer	219	Earl Avenue	Harrisburg	PA	17112
20-10-34	35-053-134	Luke E Hanmer Ashley C Hanmer	204	Byron Avenue	Harrisburg	PA	17112
20-10-35	35-053-135	Earnest E Asper Karen L Asper	208	Byron Avenue	Harrisburg	PA	17112
20-10-36	35-053-163	Catalina Apartments LP		Palace Avenue	Harrisburg	PA	17112
Rockford area							
20-10-37	35-019-013	Timothy A Gipe Lisa Anne Gipe	6804	Blue Ridge Avenue	Harrisburg	PA	17112
20-10-38	35-019-063	Mark A Malach	704	Rowe Lane	Harrisburg	PA	17112
20-10-39	35-019-064	Englewood Heights Civic Association		Rowe Lane	Harrisburg	PA	17112
20-10-40	35-019-114	John C Saad Janet A Saad	718	Rowe Lane	Harrisburg	PA	17112
20-10-41	35-019-116	Englewood Heights Civic Association		Jeffrey Circle	Harrisburg	PA	17112
20-10-42	35-085-084	Anthony Lee	6621	Derby Circle	Harrisburg	PA	17112
20-10-43	35-085-085	Seth S Foust Greta K Foust	705	Rockford Drive	Harrisburg	PA	17112
20-10-44	35-085-086	Ann M Motter-Petrina aka Ann	703	Rockford Drive	Harrisburg	PA	17112
20-10-45	35-085-092	Mark A Linstedt Pamela J Linstedt	715	Rockford Drive	Harrisburg	PA	17112
20-10-46	35-085-093	Wendy D Buchanan John A Gregg	717	Rockford Drive	Harrisburg	PA	17112

LOWER PAXTON TOWNSHIP AUTHORITY
Dauphin County, Pennsylvania
RESOLUTION 2020-10-01

WHEREAS, Lower Paxton Township Authority (the "Authority") is a municipality authority, existing under the Municipality Authorities Act, as amended; and

WHEREAS, the Authority is undertaking storm water management improvement projects to replace portions of the storm water management system; and

WHEREAS, it is necessary to acquire a permanent storm water easement and temporary construction easement for purposes of the replacement and relocation of storm water drainage facilities and improvements on the property now or formerly owned by Tammy L. Ross Brehm at 5570 Merivale Ct, Tax Parcel ID 35-043-068; and

WHEREAS, in order to perform necessary storm water management improvements, it has been deemed to be in the public interest for the Authority to acquire, by purchase or eminent domain proceedings, permanent storm water management easements and temporary construction easements as needed in such lands as the Authority deems necessary for continued effective storm water management; and

WHEREAS, the Authority Board, upon the recommendation of Authority Manager and the advice of its engineer and other advisors, has selected a permanent storm water easement and temporary construction easement to be acquired, all as more fully described on Exhibit "A" hereto, as attached and to be acquired for the purposes of replacement and relocation of storm water drainage facilities and improvements.

NOW THEREFORE, the Authority hereby adopts the following resolution:

1. The Chairman, Secretary and other such officers as they may designate, through the Authority Solicitor and with the assistance of such other advisors as the Authority Manager deems appropriate, including but not limited to the Authority Storm Water Engineer, shall contact the owner thereof and negotiate the acquisition of the permanent storm water easement and temporary construction easement described in Exhibit "A" on terms and conditions deemed advantageous to the Authority in light of the public objectives of the Authority and the necessity to acquire the permanent storm water easement and temporary construction easement as soon as possible, and to settle on the acquisition of, make proper compensation and full payment for and secure the permanent storm water easement and temporary construction easement in order to complete the storm water management project.

2. The proper officers of the Authority, including, but not limited to the Authority Manager, Authority Solicitor and Authority Storm Water Engineer are hereby authorized and directed to do all things necessary and desirable to implement the above action by the Authority, including the fixing of the fair

market value for the permanent storm water easement and temporary construction easement, making an offer to acquire the easements by agreement and to order the preparation and execution of any and all such documentation necessary to accomplish this acquisition.

3. In the event that the Authority cannot expeditiously agree on terms of the acquisition of the permanent storm water easement and temporary construction easement with the owner of the property in question, then the Chairman and Secretary, with the assistance of the Authority Manager, Authority Solicitor and the Authority Storm Water Engineer and other assistance as is deemed appropriate by the officers of the Authority, are hereby authorized and directed to take the permanent storm water easement and temporary construction easement by exercise of the eminent domain power of the Authority for storm water management purposes under the Municipality Authorities Act, as amended and supplemented from time to time and under the Eminent Domain Code, as amended and supplemented from time to time.

4. Proper officers of the Authority are authorized and directed to execute, file and deliver such documents and to do such other things as may be necessary to carry out the intent and purpose of this Resolution, including, but not limited to a Declaration of Taking.

5. This Resolution shall become effective immediately.

6. In the event any provision, section, sentence, clause or part of this Resolution shall be held invalid, such invalidity shall not affect or impair the remaining provisions, sections, sentences, clauses or parts of this Resolution, it being the intent of the Authority that such remainder shall be and shall remain in full force and effect.

DULY ADOPTED as Resolution 2020-10-01 this 25th day of August, 2020 by the Board of the Lower Paxton Township Authority.

ATTEST: LOWER PAXTON TOWNSHIP AUTHORITY

_____ By: _____

Chris Judd, Secretary David B. Blain, Chairman

CERTIFICATE

I, the undersigned, Secretary of the Lower Paxton Township Authority (the "Authority"), certify that the foregoing Resolution was adopted by a majority of the entire Board of Supervisors at a meeting duly convened according to law and held on _____, 2020, at which meeting a quorum was present; said Resolution was adopted by an aye or nay vote; said Resolution and the vote thereon showing how each Board Member voted have been recorded in the minutes of said Board; and said Resolution remains in effect, unaltered and unamended as of the date of this Certificate.

IN WITNESS WHEREOF, I set my hand and official seal of the Authority, this ____ day of _____, 2020.

_____
Secretary

(SEAL)

Lower Paxton Township

Memo

MEMO TO: **Bradley Gotshall, Authority Manager**

FROM: **William Weaver, Sewer Department Director**

DATE: **August 20, 2020**

SUBJECT: **August 25, 2020 Authority Meeting**
Review of the Stormwater Fee Rate Alternatives and New Hybrid Option

Staff has revised the three (3) original stormwater fee rate alternatives to include the actual 2019 Audited Expenses and Revenues and the projected 2020 end of year cash reserves for the Board's consideration, see attached alternatives. In addition, as requested by the Board staff has included a 4th Hybrid option. You will note that we also extended the rate alternatives for a 20 year period to accurately reflect increasing debt service payments over the 20 year period.

Alternative 1: Current program with an annual rate of $128.00, $32.00 per quarter.

Alternative 2 Best Fit with Lower Rates: Initial $92.00/year rate with consistent increases over the next 10-year period (3-4%), slightly higher increases over the ending 10 years period (4-5%) to match increase debt service and maintaining 25% cash reserves as per Board directive.

Alternative 3 Current Rate with Pay Go: Current rate of $128.00 per year during first 5 year period and 3% increases to match reserve needed with "pay-go" capital projects, offsetting future capital bond issues.

Alternative 4 Hybrid Slightly Lower Rate with Pay Go: Slightly higher initial rate than alternative 2 ($116 vs $92) but lower than current rate with "pay-go" capital projects, offsetting future capital bond issues.

Below is a summary of the pros and cons for each alternative:

Alternative 1:

Pros:
1. Maintains the established Raftelis recommended rate.
2. Maintains a consistent rate over the 10-year rate schedule.

Cons:
1. Accumulates excessive cash reserves.
2. May not be supported by Solicitor and Engineer as hoarding of excessive cash reserves, unabated, calls into question a legal doctrine of "reasonable rates".

Alternative 2:

Pros:
1. Lowers rate established by Raftellis.

2. Meets the Board's desire to maintain best fit of targeted minimum reserve of 25% of Expenses.
3. Meets Board's desire to maintain level rate increases between 3% and 4% Annually with larger 5% increase in latter years to meet increase in debt

Cons: 1. Potential for larger future rate increases if the lowered rate is required to be increased in future years due to unexpected expenses or DEP requirements.

Alternative 3:

Pros:
1. Maintains the established Raftelis recommended rate.
2. Maintain a consistent rate over the 10-year rate schedule.
3. Utilizes accumulative reserve for "pay-go" capital projects, offsetting future Bond issue and lowering total debt service. Saves estimated 6 Million in interest over 25 years from 2027 -2042

Cons: 1. Annual/quarterly rate higher than Alternative 2 during the initial 10-year Rate schedule.

Alternative 4 Hybrid:

Pros:
1. Lower than current rate.
2. Maintains a consistent rate over the 10-year rate schedule.
3. Utilizes accumulative reserve for "pay-go" capital projects, offsetting future Bond issue and lowering total debt service. Saves estimated 6 Million in interest over 25 years from 2027 -2042.

Cons: 1. Annual/quarterly rate slightly higher than Alternative 2 during the initial 10-Rate schedule.

Staff supports any of the Alternatives except for Alternative 1. Alternative 2 meets the current directives of the Board for targeted reserve and keeping annual rate increases steady. This alternative has significant annual savings to the rate payers. Alternative 3 meets the approval of HRG that the rate schedule may accumulate excessive reserves if used for capital projects. Alternative 4 is similar to Alternative 3 but lowers rate ($128 vs $116) during the initial 10-year period. Bother Alternative 3 and 4 have a significant savings of over 6 Million in interest payments but these savings are during the period of 2027-2042.

Staff would like to receive a preferred alternative from the Board in order to prepare the 2021 Budget for the November Board meeting for final adoption.

Option 1- Current Rate

	2019 Estimated	2020 Projected	2021 Projected	2022 Projected	2023 Projected	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected
Account 40 Revenues	$2,112,720.00	$4,172,256.00	$3,793,440.96	$3,821,062.32	$3,848,694.59	$3,876,337.87	$3,903,992.29	$3,931,657.94	$3,959,334.94	$3,987,023.40	$4,014,723.45
Account 40 Expenses											
4001- Administration	$1,175,220.00	$1,391,633.00	$1,591,633.00	$1,631,423.83	$1,672,209.42	$1,714,014.66	$1,756,865.02	$1,800,786.65	$1,845,806.31	$1,891,951.47	$1,939,250.26
4300- Operations Facility	$209,650.00	$130,400.00	$133,660.00	$137,001.50	$140,426.54	$143,937.20	$147,535.63	$151,224.02	$155,004.62	$158,879.74	$162,851.73
4700- Debt Service	$0.00	$578,135.00	$578,135.00	$578,135.00	$578,135.00	$1,228,649.35	$1,228,649.35	$1,228,649.35	$1,879,163.70	$1,879,163.70	$1,879,163.70
Total Expenses	$1,384,870.00	$2,100,168.00	$2,303,428.00	$2,346,560.33	$2,390,770.96	$3,086,601.21	$3,133,050.00	$3,180,660.02	$3,879,974.64	$3,929,994.91	$3,981,265.69
Reserves											
Target Reserves (25% Expenses)	N/A	$525,042.00	$575,857.00	$586,640.08	$597,692.74	$771,650.30	$783,262.50	$795,165.01	$969,993.66	$982,498.73	$995,316.42
Annual Operating Reserves	$727,850.00	$2,072,088.00	$1,490,012.96	$1,474,502.00	$1,457,923.63	$789,736.67	$770,942.28	$750,997.92	$79,360.30	$57,028.49	$33,457.76
Cummulative Operating Reserves	$727,850.00	$2,799,938.00	$4,289,950.96	$5,764,452.96	$7,222,376.58	$8,012,113.25	$8,783,055.53	$9,534,053.45	$9,613,413.75	$9,670,442.24	$9,703,900.00

Notes:

(1) Revenues reflecting current rate less estimated 10% credits -$329,557.76

(2) Revenues assume a 3% delinquency with 1% annual penalties and delinquency recovery.

(3) Administration and Public Works Facility expenses increased at 2.5% per year.

(4) Includes 2019 Series Bond (2019-2023), a 2023 Series Bond ($10 million, 30 years, 5.0%) and a 2027 Series Bond ($10 million, 30 years, 5.0%)

Option 2- Best Fit Rate

	2019 Estimated	2020 Projected	2021 Projected	2022 Projected	2023 Projected	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected
Account 40 Revenues	$2,112,720.00	$4,172,256.00	$2,757,214.44	$2,893,339.44	$3,147,927.95	$3,288,220.27	$3,430,181.89	$3,573,812.90	$3,719,113.42	$3,866,083.56	$4,014,723.45
Account 40 Expenses											
4001- Administration	$1,175,220.00	$1,391,633.00	$1,591,633.00	$1,631,423.00	$1,672,208.58	$1,714,013.79	$1,756,864.13	$1,800,785.74	$1,845,805.38	$1,891,950.52	$1,939,249.28
4300- Operations Facility	$209,650.00	$130,400.00	$133,660.00	$137,001.50	$140,426.54	$143,937.20	$147,535.63	$151,224.02	$155,004.62	$158,879.74	$162,851.73
4700- Debt Service	$0.00	$578,135.00	$578,135.00	$578,135.00	$578,135.00	$1,228,649.35	$1,228,649.35	$1,228,649.35	$1,879,163.70	$1,879,163.70	$1,879,163.70
Total Expenses	$1,384,870.00	$2,100,168.00	$2,303,428.00	$2,346,559.50	$2,390,770.11	$3,086,600.34	$3,133,049.12	$3,180,659.11	$3,879,973.70	$3,929,993.95	$3,981,264.71
Reserves											
Target Reserves (25% Expenses)	N/A	$525,042.00	$575,857.00	$586,639.88	$597,692.53	$771,650.09	$783,262.28	$795,164.78	$969,993.43	$982,498.49	$995,316.18
Annual Operating Reserves	$727,850.00	$2,072,088.00	$453,786.44	$546,779.94	$757,157.84	$201,619.93	$297,132.77	$393,153.79	-$160,860.29	-$63,910.39	$33,458.74
Cummulative Operating Reserves	$727,850.00	$2,799,938.00	$3,253,724.44	$3,800,504.38	$4,557,662.22	$4,759,282.15	$5,056,414.92	$5,449,568.70	$5,288,708.42	$5,224,798.03	$5,258,256.76

Notes:

(1) Revenues reflecting current rate less estimated 10% credits

(2) Revenues assume a 3% delinquency with 1% annual penalties and delinquency recovery.

(3) Administration and Public Works Facility expenses increased at 2.5% per year.

(4) Includes 2019 Series Bond (2019-2023), a 2023 Series Bond ($10 million, 30 years, 5.0%) and a 2027 Series Bond ($10 million, 30 years, 5.0%)

2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
34750	34985	35220	35455	35690	35925	36160	36395	36630	36865
2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
132	140	148	156	164	172	180	188	196	196
$4,495,260.00	$4,799,942.00	$5,108,308.80	$5,420,360.40	$5,736,096.80	$6,055,518.00	$6,378,624.00	$6,705,414.80	$7,035,890.40	$7,081,029.20
$119,299.19	$120,492.18	$121,697.10	$122,914.07	$124,143.22	$125,384.65	$126,638.49	$127,904.88	$129,183.93	$130,475.77
$449,526.00	$479,994.20	$510,830.88	$542,036.04	$573,609.68	$605,551.80	$637,862.40	$670,541.48	$703,589.04	$708,102.92
$4,165,033.19	$4,440,439.98	$4,719,175.02	$5,001,238.43	$5,286,630.34	$5,575,350.85	$5,867,400.09	$6,162,778.20	$6,461,485.29	$6,503,402.05
-$519,298.40	-$297,757.94	-$74,235.90	-$499,280.16	-$271,896.41	-$42,634.26	-$462,044.18	-$229,134.52	$5,542.42	-$668,686.07
$4,146,695.37	$3,848,937.42	$3,774,701.52	$3,275,421.36	$3,003,524.95	$2,960,890.69	$2,498,846.50	$2,269,711.99	$2,275,254.41	$1,606,568.34
$1,171,082.90	$1,184,549.48	$1,198,352.73	$1,375,129.65	$1,389,631.69	$1,404,496.28	$1,582,361.07	$1,597,978.18	$1,613,985.72	$1,793,022.03

Option 3- Current Rate and Paygo in 2027

	2019 Estimated	2020 Projected	2021 Projected	2022 Projected	2023 Projected	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected
Account 40 Revenues	$2,112,720.00	$4,172,256.00	$3,793,440.96	$3,821,062.32	$3,848,694.59	$3,876,337.87	$3,903,992.29	$3,931,657.94	$3,959,334.94	$3,987,023.40	$4,014,723.45
Account 40 Expenses											
4001- Administration	$1,175,220.00	$1,391,633.00	$1,591,633.00	$1,631,423.83	$1,672,209.42	$1,714,014.66	$1,756,865.02	$1,800,786.65	$1,845,806.31	$1,891,951.47	$1,939,250.26
4300- Operations Facility	$209,650.00	$130,400.00	$133,660.00	$137,001.50	$140,426.54	$143,937.20	$147,535.63	$151,224.02	$155,004.62	$158,879.74	$162,851.73
4700- Debt Service	$0.00	$578,135.00	$578,135.00	$578,135.00	$578,135.00	$1,228,649.35	$1,228,649.35	$1,228,649.35	$1,228,649.35	$1,228,649.35	$1,228,649.35
Total Expenses	$1,384,870.00	$2,100,168.00	$2,303,428.00	$2,346,560.33	$2,390,770.96	$3,086,601.21	$3,133,050.00	$3,180,660.02	$3,229,460.29	$3,279,480.56	$3,330,751.34
Reserves											
Target Reserves (25% Expenses)	N/A	$525,042.00	$575,857.00	$586,640.08	$597,692.74	$771,650.30	$783,262.50	$795,165.01	$807,365.07	$819,870.14	$832,687.84
Annual Operating Reserves	$727,850.00	$2,072,088.00	$1,490,012.96	$1,474,502.00	$1,457,923.63	$789,736.67	$770,942.28	$750,997.92	$729,874.65	$707,542.84	$683,972.11
Cummulative Operating Reserves	$727,850.00	$2,799,938.00	$4,289,950.96	$5,764,452.96	$7,222,376.58	$8,012,113.25	$8,783,055.53	$9,534,053.45	$263,928.10	$971,470.94	$1,655,443.05

Notes:

(1) Revenues reflecting current rate less estimated 10% credits

(2) Revenues assume a 3% delinquency with 1% annual penalties and delinquency recovery.

(3) Administration and Public Works Facility expenses increased at 2.5% per year.

(4) Includes 2019 Series Bond (2019-2023), a 2023 Series Bond ($10 million, 30 years, 5.0%) and no borrowing in 2027 ($10 million paygo).

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
ERUs	32400	32635	32870	33105	33340	33575	33810	34045	34280	34515	34750	34985	35220	35455	35690	35925	36160	36395	36630	36865
% Delinquent	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
$/yr/ERU	128	128	128	128	128	132	132	136	136	136	140	144	148	152	156	160	164	168	172	176
Fee Revenue	$4,064,256.00	$4,093,734.40	$4,123,212.80	$4,152,691.20	$4,182,169.60	$4,343,262.00	$4,373,661.60	$4,537,517.60	$4,568,838.40	$4,600,159.20	$4,767,700.00	$4,937,083.20	$5,108,308.80	$5,281,376.80	$5,456,287.20	$5,633,040.00	$5,811,635.20	$5,992,072.80	$6,174,352.80	$6,358,475.20
Other Revenues	$108,000.00	$109,080.00	$110,170.80	$111,272.51	$112,385.23	$113,509.09	$114,644.18	$115,790.62	$116,948.52	$118,118.01	$119,299.19	$120,492.18	$121,697.10	$122,914.07	$124,143.22	$125,384.65	$126,638.49	$127,904.88	$129,183.93	$130,475.77
Credit	$0.00	$409,373.44	$412,321.28	$415,269.12	$418,216.96	$434,326.20	$437,366.16	$453,751.76	$456,883.84	$460,015.92	$476,770.00	$493,708.32	$510,830.88	$528,137.68	$545,628.72	$563,304.00	$581,163.52	$599,207.28	$617,435.28	$635,847.52
Total Revenues	$4,172,256.00	$3,793,440.96	$3,821,062.32	$3,848,694.59	$3,876,337.87	$4,022,444.89	$4,050,939.62	$4,199,556.46	$4,228,903.08	$4,258,261.29	$4,410,229.19	$4,563,867.06	$4,719,175.02	$4,876,153.19	$5,034,801.70	$5,195,120.65	$5,357,110.17	$5,520,770.40	$5,686,101.45	$5,853,103.45
Annual Reserves	$2,072,088.00	$1,490,012.96	$1,474,502.00	$1,457,923.63	$789,736.67	$889,394.88	$870,279.60	$644,839.00	$624,165.35	$602,252.77	$51,153.77	$150,925.28	$251,020.22	$26,147.87	$126,788.19	$227,648.75	-$321,820.92	-$220,629.16	-$119,328.29	-$668,471.58
Cum Reserves	$2,799,938.00	$4,289,950.96	$5,764,452.96	$7,222,376.58	$8,012,113.25	$8,901,508.13	$4,771,787.73	$5,416,626.72	$6,040,792.07	$6,643,044.84	$6,694,198.62	$1,845,123.90	$2,096,144.12	$2,122,291.98	$2,249,080.17	$2,476,728.92	$2,154,908.00	$1,934,278.84	$1,814,950.55	$1,146,478.98
Target Reserves	$525,042.00	$575,857.00	$586,640.08	$597,692.74	$771,650.30	$783,262.50	$795,165.01	$888,679.37	$901,184.43	$914,002.13	$1,089,768.85	$1,103,235.45	$1,117,038.70	$1,212,501.33	$1,227,003.38	$1,241,867.97	$1,419,732.77	$1,435,349.89	$1,451,357.43	$1,630,393.76
Paygo							-$5,000,000.00					-$5,000,000.00								

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2023 Series	$10,000,000.00	
	30 years at 5.0%	
	$650,514.35	
2026 Series	$325,257.18	2027
2029 Series	$650,514.35	2030
2032 Series	$325,257.18	2033
2035 Series	$650,514.35	2036
2038 Series	$650,514.35	2039

Option 4- Lower Rate and Paygo in 2027 and 2028

	2019 Estimated	2020 Projected	2021 Projected	2022 Projected	2023 Projected	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected
Account 40 Revenues	$2,112,720.00	$4,172,256.00	$3,448,032.12	$3,589,131.60	$3,731,900.15	$3,876,337.87	$4,022,444.89	$4,170,221.30	$4,319,667.22	$4,470,782.76	$4,623,568.05
Account 40 Expenses											
4001- Administration	$1,175,220.00	$1,391,633.00	$1,591,633.00	$1,631,423.83	$1,672,209.42	$1,714,014.66	$1,756,865.02	$1,800,786.65	$1,845,806.31	$1,891,951.47	$1,939,250.26
4300- Operations Facility	$209,650.00	$130,400.00	$133,660.00	$137,001.50	$140,426.54	$143,937.20	$147,535.63	$151,224.02	$155,004.62	$158,879.74	$162,851.73
4700- Debt Service	$0.00	$578,135.00	$578,135.00	$578,135.00	$578,135.00	$1,228,649.35	$1,228,649.35	$1,228,649.35	$1,553,906.53	$1,553,906.53	$1,553,906.53
Total Expenses	$1,384,870.00	$2,100,168.00	$2,303,428.00	$2,346,560.33	$2,390,770.96	$3,086,601.21	$3,133,050.00	$3,180,660.02	$3,554,717.46	$3,604,737.74	$3,656,008.52
Reserves											
Target Reserves (25% Expenses)	N/A	$525,042.00	$575,857.00	$586,640.08	$597,692.74	$771,650.30	$783,262.50	$795,165.01	$888,679.37	$901,184.43	$914,002.13
Annual Operating Reserves	$727,850.00	$2,072,088.00	$1,144,604.12	$1,242,571.28	$1,341,129.19	$789,736.67	$889,394.88	$989,561.28	$764,949.76	$866,045.03	$967,559.53
Cummulative Operating Reserves	$727,850.00	$2,799,938.00	$3,944,542.12	$5,187,113.40	$6,528,242.58	$7,317,979.25	$8,207,374.13	$9,196,935.41	$4,961,885.16	$5,827,930.19	$6,795,489.72

Notes:

(1) Revenues reflecting current rate less estimated 10% credits

(2) Revenues assume a 3% delinquency with 1% annual penalties and delinquency recovery.

(3) Administration and Public Works Facility expenses increased at 2.5% per year.

(4) Includes 2019 Series Bond (2019-2023), a 2023 Series Bond ($10 million, 30 years, 5.0%) and 2027 Series Bond($5 million, 30 years, 5.0%).

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
ERUs	32400	32635	32870	33105	33340	33575	33810	34045	34280	34515	34750	34985	35220	35455	35690	35925	36160	36395	36630	36865
% Delinquent	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
$/yr/ERU	128	116	120	124	128	132	136	140	144	148	152	156	160	164	168	172	176	180	184	188
Fee Revenue	$4,064,256.00	$3,709,946.80	$3,865,512.00	$4,022,919.60	$4,182,169.60	$4,343,262.00	$4,506,196.80	$4,670,974.00	$4,837,593.60	$5,006,055.60	$5,176,360.00	$5,348,506.80	$5,522,496.00	$5,698,327.60	$5,876,001.60	$6,055,518.00	$6,236,876.80	$6,420,078.00	$6,605,121.60	$6,792,007.60
Other Revenues	$108,000.00	$109,080.00	$110,170.80	$111,272.51	$112,385.23	$113,509.09	$114,644.18	$115,790.62	$116,948.52	$118,118.01	$119,299.19	$120,492.18	$121,697.10	$122,914.07	$124,143.22	$125,384.65	$126,638.49	$127,904.88	$129,183.93	$130,475.77
Credit	$0.00	$370,994.68	$386,551.20	$402,291.96	$418,216.96	$434,326.20	$450,619.68	$467,097.40	$483,759.36	$500,605.56	$517,636.00	$534,850.68	$552,249.60	$569,832.76	$587,600.16	$605,551.80	$623,687.68	$642,007.80	$660,512.16	$679,200.76
Total Revenues	$4,172,256.00	$3,448,032.12	$3,589,131.60	$3,731,900.15	$3,876,337.87	$4,022,444.89	$4,170,221.30	$4,319,667.22	$4,470,782.76	$4,623,568.05	$4,778,023.19	$4,934,148.30	$5,091,943.50	$5,251,408.91	$5,412,544.66	$5,575,350.85	$5,739,827.61	$5,905,975.08	$6,073,793.37	$6,243,282.61
Annual Reserves	$2,072,088.00	$1,144,604.12	$1,242,571.28	$1,341,129.19	$789,736.67	$889,394.88	$989,561.28	$764,949.76	$866,045.03	$967,559.53	$418,947.77	$521,206.52	$623,788.70	$401,403.59	$504,531.15	$607,878.95	$60,896.52	$164,575.52	$268,363.63	-$278,292.42
Cum Reserves	$2,799,938.00	$3,944,542.12	$5,187,113.40	$6,528,242.58	$7,317,979.25	$8,207,374.13	$4,196,935.41	$4,961,885.16	$5,827,930.19	$6,795,489.72	$7,214,437.50	$2,735,644.02	$3,359,432.72	$3,760,836.30	$4,265,367.45	$4,873,246.40	$4,934,142.92	$5,098,718.44	$5,367,082.07	$5,088,789.66
Target Reserves	$525,042.00	$575,857.00	$586,640.08	$597,692.74	$771,650.30	$783,262.50	$795,165.01	$888,679.37	$901,184.43	$914,002.13	$1,089,768.85	$1,103,235.45	$1,117,038.70	$1,212,501.33	$1,227,003.38	$1,241,867.97	$1,419,732.77	$1,435,349.89	$1,451,357.43	$1,630,393.76
Paygo							-$5,000,000.00					-$5,000,000.00								

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2023 Series	$10,000,000.00	
	30 years at 5.0%	
	$650,514.35	
2026 Series	$325,257.18	2027
2029 Series	$650,514.35	2030
2032 Series	$325,257.18	2033
2035 Series	$650,514.35	2036
2038 Series	$650,514.35	2039

Option 1- Current Rate

	2019 Estimated	2020 Projected	2021 Projected	2022 Projected	2023 Projected	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected
Account 40 Revenues	$2,112,720.00	$4,172,256.00	$3,793,440.96	$3,821,062.32	$3,848,694.59	$3,876,337.87	$3,903,992.29	$3,931,657.94	$3,959,334.94	$3,987,023.40	$4,014,723.45
Account 40 Expenses											
4001- Administration	$1,175,220.00	$1,391,633.00	$1,591,633.00	$1,631,423.83	$1,672,209.42	$1,714,014.66	$1,756,865.02	$1,800,786.65	$1,845,806.31	$1,891,951.47	$1,939,250.26
4300- Operations Facility	$209,650.00	$130,400.00	$133,660.00	$137,001.50	$140,426.54	$143,937.20	$147,535.63	$151,224.02	$155,004.62	$158,879.74	$162,851.73
4700- Debt Service	$0.00	$578,135.00	$578,135.00	$578,135.00	$578,135.00	$1,228,649.35	$1,228,649.35	$1,228,649.35	$1,879,163.70	$1,879,163.70	$1,879,163.70
Total Expenses	$1,384,870.00	$2,100,168.00	$2,303,428.00	$2,346,560.33	$2,390,770.96	$3,086,601.21	$3,133,050.00	$3,180,660.02	$3,879,974.64	$3,929,994.91	$3,981,265.69
Reserves											
Target Reserves (25% Expenses)	N/A	$525,042.00	$575,857.00	$586,640.08	$597,692.74	$771,650.30	$783,262.50	$795,165.01	$969,993.66	$982,498.73	$995,316.42
Annual Operating Reserves	$727,850.00	$2,072,088.00	$1,490,012.96	$1,474,502.00	$1,457,923.63	$789,736.67	$770,942.28	$750,997.92	$79,360.30	$57,028.49	$33,457.76
Cummulative Operating Reserves	$727,850.00	$2,799,938.00	$4,289,950.96	$5,764,452.96	$7,222,376.58	$8,012,113.25	$8,783,055.53	$9,534,053.45	$9,613,413.75	$9,670,442.24	$9,703,900.00

Notes:

(1) Revenues reflecting current rate less estimated 10% credits

(2) Revenues assume a 3% delinquency with 1% annual penalties and delinquency recovery.

(3) Administration and Public Works Facility expenses increased at 2.5% per year.

(4) Includes 2019 Series Bond (2019-2023), a 2023 Series Bond ($10 million, 30 years, 5.0%) and a 2027 Series Bond ($10 million, 30 years, 5.0%)

-$329,557.76

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
ERUs	32400	32635	32870	33105	33340	33575	33810	34045	34280	34515
% Delinquent	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
$/yr/ERU	128	128	128	128	128	128	128	128	128	128
Fee Revenue	$4,064,256.00	$4,093,734.40	$4,123,212.80	$4,152,691.20	$4,182,169.60	$4,211,648.00	$4,241,126.40	$4,270,604.80	$4,300,083.20	$4,329,561.60
Other Revenues	$108,000.00	$109,080.00	$110,170.80	$111,272.51	$112,385.23	$113,509.09	$114,644.18	$115,790.62	$116,948.52	$118,118.01
Credit	$0.00	$409,373.44	$412,321.28	$415,269.12	$418,216.96	$421,164.80	$424,112.64	$427,060.48	$430,008.32	$432,956.16
Total Revenues	$4,172,256.00	$3,793,440.96	$3,821,062.32	$3,848,694.59	$3,876,337.87	$3,903,992.29	$3,931,657.94	$3,959,334.94	$3,987,023.40	$4,014,723.45
Annual Reserves	$2,072,088.00	$1,490,012.96	$1,474,502.00	$1,457,923.63	$789,736.67	$770,942.28	$750,997.92	$79,360.30	$57,028.49	$33,457.76
Cum Reserves	$2,799,938.00	$4,289,950.96	$5,764,452.96	$7,222,376.58	$8,012,113.25	$8,783,055.53	$9,534,053.45	$9,613,413.75	$9,670,442.24	$9,703,900.00
Target Reserves	$525,042.00	$575,857.00	$586,640.08	$597,692.74	$771,650.30	$783,262.50	$795,165.01	$969,993.66	$982,498.73	$995,316.42

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2023 Series $10,000,000.00

30 years at 5.0%
$650,514.35

2029 Projected	2030 Projected	2031 Projected	2032 Projected	2033 Projected	2034 Projected	2035 Projected	2036 Projected	2037 Projected	2038 Projected	2039 Projected
$4,014,723.45	$4,165,033.19	$4,440,439.98	$4,719,175.02	$5,001,238.43	$5,286,630.34	$5,575,350.85	$5,867,400.09	$6,162,778.20	$6,461,485.29	$6,503,402.05
$1,939,249.28	$1,987,730.51	$2,037,423.77	$2,088,359.37	$2,140,568.35	$2,194,082.56	$2,248,934.62	$2,305,157.99	$2,362,786.94	$2,421,856.61	$2,482,403.03
$162,851.73	$166,923.02	$171,096.10	$175,373.50	$179,757.84	$184,251.79	$188,858.08	$193,579.53	$198,419.02	$203,379.50	$208,463.98
$1,879,163.70	$2,529,678.05	$2,529,678.05	$2,529,678.05	$3,180,192.40	$3,180,192.40	$3,180,192.40	$3,830,706.75	$3,830,706.75	$3,830,706.75	$4,481,221.10
$3,981,264.71	$4,684,331.59	$4,738,197.93	$4,793,410.92	$5,500,518.59	$5,558,526.75	$5,617,985.11	$6,329,444.28	$6,391,912.71	$6,455,942.86	$7,172,088.12
$995,316.18	$1,171,082.90	$1,184,549.48	$1,198,352.73	$1,375,129.65	$1,389,631.69	$1,404,496.28	$1,582,361.07	$1,597,978.18	$1,613,985.72	$1,793,022.03
$33,458.74	-$519,298.40	-$297,757.94	-$74,235.90	-$499,280.16	-$271,896.41	-$42,634.26	-$462,044.18	-$229,134.52	$5,542.42	-$668,686.07
$4,665,993.76	$4,146,695.37	$3,848,937.42	$3,774,701.52	$3,275,421.36	$3,003,524.95	$2,960,890.69	$2,498,846.50	$2,269,711.99	$2,275,254.41	$1,606,568.34

Option 2 - Lower Rate $92 - Best Fit cash reserve 25%

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
ERUs	32400	32635	32870	33105	33340	33575	33810	34045	34280	34515
% Delinquent	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
$/yr/ERU	128	92	96	100	104	108	112	116	124	128
Fee Revenue	$4,064,256.00	$2,942,371.60	$3,092,409.60	$3,244,290.00	$3,398,012.80	$3,553,578.00	$3,710,985.60	$3,870,235.60	$4,165,705.60	$4,329,561.60
Other Revenues	$108,000.00	$109,080.00	$110,170.80	$111,272.51	$112,385.23	$113,509.09	$114,644.18	$115,790.62	$116,948.52	$118,118.01
Credit	$0.00	$294,237.16	$309,240.96	$324,429.00	$339,801.28	$355,357.80	$371,098.56	$387,023.56	$416,570.56	$432,956.16
Total Revenues	$4,172,256.00	$2,757,214.44	$2,893,339.44	$3,031,133.51	$3,170,596.75	$3,311,729.29	$3,454,531.22	$3,599,002.66	$3,866,083.56	$4,014,723.45
Annual Reserves	$2,072,088.00	$453,786.44	$546,779.94	$640,363.40	$83,996.41	$178,680.17	$273,872.11	-$280,971.05	-$63,910.39	$33,458.74
Cum Reserves	$2,799,938.00	$3,253,724.44	$3,800,504.38	$4,440,867.78	$4,524,864.19	$4,703,544.36	$4,977,416.46	$4,696,445.42	$4,632,535.03	$4,665,993.76
Target Reserves	$525,042.00	$575,857.00	$586,639.88	$597,692.53	$771,650.09	$783,262.28	$795,164.78	$969,993.43	$982,498.49	$995,316.18

ENTER DATA HERE ===> 128 $/ERU/Year

32 $/ERU/Quarter

2023 Series	$10,000,000.00	
	30 years at 5.0%	
	$650,514.35	
	$650,514.35	
2026 Series	$650,514.35	2027
2029 Series	$650,514.35	2030
2032 Series	$650,514.35	2033
2035 Series	$650,514.35	2036
2038 Series	$650,514.35	2039

2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
34750	34985	35220	35455	35690	35925	36160	36395	36630	36865
2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
132	140	148	156	164	172	180	188	196	196
$4,495,260.00	$4,799,942.00	$5,108,308.80	$5,420,360.40	$5,736,096.80	$6,055,518.00	$6,378,624.00	$6,705,414.80	$7,035,890.40	$7,081,029.20
$119,299.19	$120,492.18	$121,697.10	$122,914.07	$124,143.22	$125,384.65	$126,638.49	$127,904.88	$129,183.93	$130,475.77
$449,526.00	$479,994.20	$510,830.88	$542,036.04	$573,609.68	$605,551.80	$637,862.40	$670,541.48	$703,589.04	$708,102.92
$4,165,033.19	$4,440,439.98	$4,719,175.02	$5,001,238.43	$5,286,630.34	$5,575,350.85	$5,867,400.09	$6,162,778.20	$6,461,485.29	$6,503,402.05
-$519,298.40	-$297,757.94	-$74,235.90	-$499,280.16	-$271,896.41	-$42,634.26	-$462,044.18	-$229,134.52	$5,542.42	-$668,686.07
$4,146,695.37	$3,848,937.42	$3,774,701.52	$3,275,421.36	$3,003,524.95	$2,960,890.69	$2,498,846.50	$2,269,711.99	$2,275,254.41	$1,606,568.34
$1,171,082.90	$1,184,549.48	$1,198,352.73	$1,375,129.65	$1,389,631.69	$1,404,496.28	$1,582,361.07	$1,597,978.18	$1,613,985.72	$1,793,022.03

Option 2A- Best Fit Rate Extended

	2019 Estimated	2020 Projected	2021 Projected	2022 Projected	2023 Projected	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected
Account 40 Revenues	$2,112,720.00	$4,172,256.00	$2,757,214.44	$2,893,339.44	$3,031,133.51	$3,170,596.75	$3,311,729.29	$3,454,531.22	$3,599,002.66	$3,866,083.56	$4,014,723.45
Account 40 Expenses											
4001- Administration	$1,175,220.00	$1,391,633.00	$1,591,633.00	$1,631,423.00	$1,672,208.58	$1,714,013.79	$1,756,864.13	$1,800,785.74	$1,845,805.38	$1,891,950.52	$1,939,249.28
4300- Operations Facility	$209,650.00	$130,400.00	$133,660.00	$137,001.50	$140,426.54	$143,937.20	$147,535.63	$151,224.02	$155,004.62	$158,879.74	$162,851.73
4700- Debt Service	$0.00	$578,135.00	$578,135.00	$578,135.00	$578,135.00	$1,228,649.35	$1,228,649.35	$1,228,649.35	$1,879,163.70	$1,879,163.70	$1,879,163.70
Total Expenses	$1,384,870.00	$2,100,168.00	$2,303,428.00	$2,346,559.50	$2,390,770.11	$3,086,600.34	$3,133,049.12	$3,180,659.11	$3,879,973.70	$3,929,993.95	$3,981,264.71
Reserves											
Target Reserves (25% Expenses)	N/A	$525,042.00	$575,857.00	$586,639.88	$597,692.53	$771,650.09	$783,262.28	$795,164.78	$969,993.43	$982,498.49	$995,316.18
Annual Operating Reserves	$727,850.00	$2,072,088.00	$453,786.44	$546,779.94	$640,363.40	$83,996.41	$178,680.17	$273,872.11	-$280,971.05	-$63,910.39	$33,458.74
Cummulative Operating Reserves	$727,850.00	$2,799,938.00	$3,253,724.44	$3,800,504.38	$4,440,867.78	$4,524,864.19	$4,703,544.36	$4,977,416.46	$4,696,445.42	$4,632,535.03	$4,665,993.76

Notes:

(1) Revenues reflecting current rate less estimated 10% credits

(2) Revenues assume a 3% delinquency with 1% annual penalties and delinquency recovery.

(3) Administration and Public Works Facility expenses increased at 2.5% per year.

(4) Includes 2019 Series Bond (2019-2023), a 2023 Series Bond ($10 million, 30 years, 5.0%), a 2026 Series Bond ($10 million, 30 years, 5%), a 2029 Series Bond ($10 million, 30 years, 5%), a 2032 Series Bond ($10 million, 30 years, 5%), a 2035 Series Bond

2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
34750	34985	35220	35455	35690	35925	36160	36395	36630	36865
2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
140	144	148	152	156	160	164	168	172	176
$4,767,700.00	$4,937,083.20	$5,108,308.80	$5,281,376.80	$5,456,287.20	$5,633,040.00	$5,811,635.20	$5,992,072.80	$6,174,352.80	$6,358,475.20
$119,299.19	$120,492.18	$121,697.10	$122,914.07	$124,143.22	$125,384.65	$126,638.49	$127,904.88	$129,183.93	$130,475.77
$476,770.00	$493,708.32	$510,830.88	$528,137.68	$545,628.72	$563,304.00	$581,163.52	$599,207.28	$617,435.28	$635,847.52
$4,410,229.19	$4,563,867.06	$4,719,175.02	$4,876,153.19	$5,034,801.70	$5,195,120.65	$5,357,110.17	$5,520,770.40	$5,686,101.45	$5,853,103.45
$51,153.77	$150,925.28	$251,020.22	$26,147.87	$126,788.19	$227,648.75	-$321,820.92	-$220,629.16	-$119,328.29	-$668,471.58
$6,694,198.62	$1,845,123.90	$2,096,144.12	$2,122,291.98	$2,249,080.17	$2,476,728.92	$2,154,908.00	$1,934,278.84	$1,814,950.55	$1,146,478.98
$1,089,768.85	$1,103,235.45	$1,117,038.70	$1,212,501.33	$1,227,003.38	$1,241,867.97	$1,419,732.77	$1,435,349.89	$1,451,357.43	$1,630,393.76
	-$5,000,000.00								

Option 3 - current rate $128/yr with paygo

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
ERUs	32400	32635	32870	33105	33340	33575	33810	34045	34280	34515
% Delinquent	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
$/yr/ERU	128	128	128	128	128	132	132	136	136	136
Fee Revenue	$4,064,256.00	$4,093,734.40	$4,123,212.80	$4,152,691.20	$4,182,169.60	$4,343,262.00	$4,373,661.60	$4,537,517.60	$4,568,838.40	$4,600,159.20
Other Revenues	$108,000.00	$109,080.00	$110,170.80	$111,272.51	$112,385.23	$113,509.09	$114,644.18	$115,790.62	$116,948.52	$118,118.01
Credit	$0.00	$409,373.44	$412,321.28	$415,269.12	$418,216.96	$434,326.20	$437,366.16	$453,751.76	$456,883.84	$460,015.92
Total Revenues	$4,172,256.00	$3,793,440.96	$3,821,062.32	$3,848,694.59	$3,876,337.87	$4,022,444.89	$4,050,939.62	$4,199,556.46	$4,228,903.08	$4,258,261.29
Annual Reserves	$2,072,088.00	$1,490,012.96	$1,474,502.00	$1,457,923.63	$789,736.67	$889,394.88	$870,279.60	$644,839.00	$624,165.35	$602,252.77
Cum Reserves	$2,799,938.00	$4,289,950.96	$5,764,452.96	$7,222,376.58	$8,012,113.25	$8,901,508.13	$4,771,787.73	$5,416,626.72	$6,040,792.07	$6,643,044.84
Target Reserves	$525,042.00	$575,857.00	$586,640.08	$597,692.74	$771,650.30	$783,262.50	$795,165.01	$888,679.37	$901,184.43	$914,002.13
Paygo							-$5,000,000.00			

ENTER DATA HERE ===> 128 $/ERU/Year

32 $/ERU/Quarter

2023 Series	$10,000,000.00	
	30 years at 5.0%	
	$650,514.35	
2026 Series	$325,257.18	2027
2029 Series	$650,514.35	2030
2032 Series	$325,257.18	2033
2035 Series	$650,514.35	2036
2038 Series	$650,514.35	2039

Option 3A- ~~Lower~~ Current Rate and Paygo Extended

	2019 Estimated	2020 Projected	2021 Projected	2022 Projected	2023 Projected	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected
Account 40 Revenues	$2,112,720.00	$4,172,256.00	$3,793,440.96	$3,821,062.32	$3,848,694.59	$3,876,337.87	$4,022,444.89	$4,050,939.62	$4,199,556.46	$4,228,903.08	$4,258,261.29
Account 40 Expenses											
4001- Administration	$1,175,220.00	$1,391,633.00	$1,591,633.00	$1,631,423.83	$1,672,209.42	$1,714,014.66	$1,756,865.02	$1,800,786.65	$1,845,806.31	$1,891,951.47	$1,939,250.26
4300- Operations Facility	$209,650.00	$130,400.00	$133,660.00	$137,001.50	$140,426.54	$143,937.20	$147,535.63	$151,224.02	$155,004.62	$158,879.74	$162,851.73
4700- Debt Service	$0.00	$578,135.00	$578,135.00	$578,135.00	$578,135.00	$1,228,649.35	$1,228,649.35	$1,228,649.35	$1,553,906.53	$1,553,906.53	$1,553,906.53
Total Expenses	$1,384,870.00	$2,100,168.00	$2,303,428.00	$2,346,560.33	$2,390,770.96	$3,086,601.21	$3,133,050.00	$3,180,660.02	$3,554,717.46	$3,604,737.74	$3,656,008.52
Reserves											
Target Reserves (25% Expenses)	N/A	$525,042.00	$575,857.00	$586,640.08	$597,692.74	$771,650.30	$783,262.50	$795,165.01	$888,679.37	$901,184.43	$914,002.13
Annual Operating Reserves	$727,850.00	$2,072,088.00	$1,490,012.96	$1,474,502.00	$1,457,923.63	$789,736.67	$889,394.88	$870,279.60	$644,839.00	$624,165.35	$602,252.77
Cummulative Operating Reserves	$727,850.00	$2,799,938.00	$4,289,950.96	$5,764,452.96	$7,222,376.58	$8,012,113.25	$8,901,508.13	$9,771,787.73	$5,416,626.72	$6,040,792.07	$6,643,044.84

Notes:

(1) Revenues reflecting current rate less estimated 10% credits

(2) Revenues assume a 3% delinquency with 1% annual penalties and delinquency recovery.

(3) Administration and Public Works Facility expenses increased at 2.5% per year.

(4) Includes 2019 Series Bond (2019-2023), a 2023 Series Bond ($10 million, 30 years, 5.0%) a 2026 paygo ($5 million), a 2026 Series Bond ($5 million, 30 years, 5%), a 2029 Series Bond ($10 million, 30 years, 5%), a 2032 paygo ($5 million), a 2032 Series B

2030 Projected	2031 Projected	2032 Projected	2033 Projected	2034 Projected	2035 Projected	2036 Projected	2037 Projected	2038 Projected	2039 Projected
$4,410,229.19	$4,563,867.06	$4,719,175.02	$4,876,153.19	$5,034,801.70	$5,195,120.65	$5,357,110.17	$5,520,770.40	$5,686,101.45	$5,853,103.45
$1,987,731.52	$2,037,424.80	$2,088,360.42	$2,140,569.43	$2,194,083.67	$2,248,935.76	$2,305,159.16	$2,362,788.13	$2,421,857.84	$2,482,404.28
$166,923.02	$171,096.10	$175,373.50	$179,757.84	$184,251.79	$188,858.08	$193,579.53	$198,419.02	$203,379.50	$208,463.98
$2,204,420.88	$2,204,420.88	$2,204,420.88	$2,529,678.05	$2,529,678.05	$2,529,678.05	$3,180,192.40	$3,180,192.40	$3,180,192.40	$3,830,706.75
$4,359,075.42	$4,412,941.78	$4,468,154.80	$4,850,005.33	$4,908,013.51	$4,967,471.89	$5,678,931.09	$5,741,399.56	$5,805,429.74	$6,521,575.02
$1,089,768.85	$1,103,235.45	$1,117,038.70	$1,212,501.33	$1,227,003.38	$1,241,867.97	$1,419,732.77	$1,435,349.89	$1,451,357.43	$1,630,393.76
$51,153.77	$150,925.28	$251,020.22	$26,147.87	$126,788.19	$227,648.75	-$321,820.92	-$220,629.16	-$119,328.29	-$668,471.58
$6,694,198.62	$6,845,123.90	$7,096,144.12	$7,122,291.98	$7,249,080.17	$7,476,728.92	$7,154,908.00	$6,934,278.84	$6,814,950.55	$6,146,478.98

Option 4 - Hybrid - slightly lower rate with Pay-go

	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029
ERUs	32400	32635	32870	33105	33340	33575	33810	34045	34280	34515
% Delinquent	2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
$/yr/ERU	128	116	120	124	128	132	136	140	144	148
Fee Revenue	$4,064,256.00	$3,709,946.80	$3,865,512.00	$4,022,919.60	$4,182,169.60	$4,343,262.00	$4,506,196.80	$4,670,974.00	$4,837,593.60	$5,006,055.60
Other Revenues	$108,000.00	$109,080.00	$110,170.80	$111,272.51	$112,385.23	$113,509.09	$114,644.18	$115,790.62	$116,948.52	$118,118.01
Credit	$0.00	$370,994.68	$386,551.20	$402,291.96	$418,216.96	$434,326.20	$450,619.68	$467,097.40	$483,759.36	$500,605.56
Total Revenues	$4,172,256.00	$3,448,032.12	$3,589,131.60	$3,731,900.15	$3,876,337.87	$4,022,444.89	$4,170,221.30	$4,319,667.22	$4,470,782.76	$4,623,568.05
Annual Reserves	$2,072,088.00	$1,144,604.12	$1,242,571.28	$1,341,129.19	$789,736.67	$889,394.88	$989,561.28	$764,949.76	$866,045.03	$967,559.53
Cum Reserves	$2,799,938.00	$3,944,542.12	$5,187,113.40	$6,528,242.58	$7,317,979.25	$8,207,374.13	$4,196,935.41	$4,961,885.16	$5,827,930.19	$6,795,489.72
Target Reserves	$525,042.00	$575,857.00	$586,640.08	$597,692.74	$771,650.30	$783,262.50	$795,165.01	$888,679.37	$901,184.43	$914,002.13
Paygo							-$5,000,000.00			

ENTER DATA HERE ===> 128 $/ERU/Year

32 $/ERU/Quarter

2023 Series	$10,000,000.00	
	30 years at 5.0%	
	$650,514.35	
2026 Series	$325,257.18	2027
2029 Series	$650,514.35	2030
2032 Series	$325,257.18	2033
2035 Series	$650,514.35	2036
2038 Series	$650,514.35	2039

2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
34750	34985	35220	35455	35690	35925	36160	36395	36630	36865
2%	2%	2%	2%	2%	2%	2%	2%	2%	2%
152	156	160	164	168	172	176	180	184	188
$5,176,360.00	$5,348,506.80	$5,522,496.00	$5,698,327.60	$5,876,001.60	$6,055,518.00	$6,236,876.80	$6,420,078.00	$6,605,121.60	$6,792,007.60
$119,299.19	$120,492.18	$121,697.10	$122,914.07	$124,143.22	$125,384.65	$126,638.49	$127,904.88	$129,183.93	$130,475.77
$517,636.00	$534,850.68	$552,249.60	$569,832.76	$587,600.16	$605,551.80	$623,687.68	$642,007.80	$660,512.16	$679,200.76
$4,778,023.19	$4,934,148.30	$5,091,943.50	$5,251,408.91	$5,412,544.66	$5,575,350.85	$5,739,827.61	$5,905,975.08	$6,073,793.37	$6,243,282.61
$418,947.77	$521,206.52	$623,788.70	$401,403.59	$504,531.15	$607,878.95	$60,896.52	$164,575.52	$268,363.63	-$278,292.42
$7,214,437.50	$2,735,644.02	$3,359,432.72	$3,760,836.30	$4,265,367.45	$4,873,246.40	$4,934,142.92	$5,098,718.44	$5,367,082.07	$5,088,789.66
$1,089,768.85	$1,103,235.45	$1,117,038.70	$1,212,501.33	$1,227,003.38	$1,241,867.97	$1,419,732.77	$1,435,349.89	$1,451,357.43	$1,630,393.76
	-$5,000,000.00								

Option 4A- Lower Rate and Paygo Extended

	2019 Estimated	2020 Projected	2021 Projected	2022 Projected	2023 Projected	2024 Projected	2025 Projected	2026 Projected	2027 Projected	2028 Projected	2029 Projected
Account 40 Revenues	$2,112,720.00	$4,172,256.00	$3,448,032.12	$3,589,131.60	$3,731,900.15	$3,876,337.87	$4,022,444.89	$4,170,221.30	$4,319,667.22	$4,470,782.76	$4,623,568.05
Account 40 Expenses											
4001- Administration	$1,175,220.00	$1,391,633.00	$1,591,633.00	$1,631,423.83	$1,672,209.42	$1,714,014.66	$1,756,865.02	$1,800,786.65	$1,845,806.31	$1,891,951.47	$1,939,250.26
4300- Operations Facility	$209,650.00	$130,400.00	$133,660.00	$137,001.50	$140,426.54	$143,937.20	$147,535.63	$151,224.02	$155,004.62	$158,879.74	$162,851.73
4700- Debt Service	$0.00	$578,135.00	$578,135.00	$578,135.00	$578,135.00	$1,228,649.35	$1,228,649.35	$1,228,649.35	$1,553,906.53	$1,553,906.53	$1,553,906.53
Total Expenses	$1,384,870.00	$2,100,168.00	$2,303,428.00	$2,346,560.33	$2,390,770.96	$3,086,601.21	$3,133,050.00	$3,180,660.02	$3,554,717.46	$3,604,737.74	$3,656,008.52
Reserves											
Target Reserves (25% Expenses)	N/A	$525,042.00	$575,857.00	$586,640.08	$597,692.74	$771,650.30	$783,262.50	$795,165.01	$888,679.37	$901,184.43	$914,002.13
Annual Operating Reserves	$727,850.00	$2,072,088.00	$1,144,604.12	$1,242,571.28	$1,341,129.19	$789,736.67	$889,394.88	$989,561.28	$764,949.76	$866,045.03	$967,559.53
Cummulative Operating Reserves	$727,850.00	$2,799,938.00	$3,944,542.12	$5,187,113.40	$6,528,242.58	$7,317,979.25	$8,207,374.13	$9,196,935.41	$4,961,885.16	$5,827,930.19	$6,795,489.72

Notes:

(1) Revenues reflecting current rate less estimated 10% credits

(2) Revenues assume a 3% delinquency with 1% annual penalties and delinquency recovery.

(3) Administration and Public Works Facility expenses increased at 2.5% per year.

(4) Includes 2019 Series Bond (2019-2023), a 2023 Series Bond ($10 million, 30 years, 5.0%) a 2026 paygo ($5 million), a 2026 Series Bond ($5 million, 30 years, 5%), a 2029 Series Bond ($10 million, 30 years, 5%), a 2032 paygo ($5 million), a 2032 Series B

2030 Projected	2031 Projected	2032 Projected	2033 Projected	2034 Projected	2035 Projected	2036 Projected	2037 Projected	2038 Projected	2039 Projected
$4,778,023.19	$4,934,148.30	$5,091,943.50	$5,251,408.91	$5,412,544.66	$5,575,350.85	$5,739,827.61	$5,905,975.08	$6,073,793.37	$6,243,282.61
$1,987,731.52	$2,037,424.80	$2,088,360.42	$2,140,569.43	$2,194,083.67	$2,248,935.76	$2,305,159.16	$2,362,788.13	$2,421,857.84	$2,482,404.28
$166,923.02	$171,096.10	$175,373.50	$179,757.84	$184,251.79	$188,858.08	$193,579.53	$198,419.02	$203,379.50	$208,463.98
$2,204,420.88	$2,204,420.88	$2,204,420.88	$2,529,678.05	$2,529,678.05	$2,529,678.05	$3,180,192.40	$3,180,192.40	$3,180,192.40	$3,830,706.75
$4,359,075.42	$4,412,941.78	$4,468,154.80	$4,850,005.33	$4,908,013.51	$4,967,471.89	$5,678,931.09	$5,741,399.56	$5,805,429.74	$6,521,575.02
$1,089,768.85	$1,103,235.45	$1,117,038.70	$1,212,501.33	$1,227,003.38	$1,241,867.97	$1,419,732.77	$1,435,349.89	$1,451,357.43	$1,630,393.76
$418,947.77	$521,206.52	$623,788.70	$401,403.59	$504,531.15	$607,878.95	$60,896.52	$164,575.52	$268,363.63	-$278,292.42
$7,214,437.50	$7,735,644.02	$8,359,432.72	$8,760,836.30	$9,265,367.45	$9,873,246.40	$9,934,142.92	$10,098,718.44	$10,367,082.07	$10,088,789.66

LOWER PAXTON TOWNSHIP AUTHORITY

PENNSYLVANIA

Stormwater Management Program Credit and Incentive Policy Manual

August 2020

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Introduction

This Manual provides Lower Paxton Township Authority (LPTA) Stormwater Management Program customers with details on the Credits available to reduce their quarterly Stormwater Management User Fee (SMUF). Stormwater Credits are provided as a means for customers to reduce the amount of their quarterly fee by implementing a creditable Best Management Practice activity to reduce the contribution of stormwater and pollutants to LPTA's stormwater management system and/or to aid Lower Paxton Township (LPT) and LPTA in meeting their MS4 Permit obligations.

Credits are available to all property owners as listed in Table 1. Owners are required to submit the appropriate Credit Application with the application fee, if applicable, (see Table 1) along with any documentation required by LPTA. Owners that have questions on the Credit Policy or the application process may email the LPTA staff at stormwater@lowerpaxton-pa.gov.

Stormwater management is important to our community. LPT and LPTA have partnered in the development and implementation of a comprehensive, Stormwater Management Program to provide enhanced stormwater management to property owners in the Township. LPT is the regulatory authority under the Stormwater Management Act and the Pennsylvania Municipal Planning Code, as amended by Act 170 and Act 131. Therefore, LPT shall enforce any stormwater regulated activities, including the installation and proper operation and maintenance of stormwater BMP's associated with this Credit Policy. LPTA owns the stormwater conveyance system and LPTA establishes the stormwater fee rates and credit policy.

The foundation of an effective SMU is the development of a fair and equitable SMUF to provide for a dedicated and reliable revenue stream. Revenues generated by the SMUF will support the Stormwater Management Program and its goals to: ensure MS4 Permit regulatory compliance, improve water quality, support strategic planning for capital improvements, provide for effective infrastructure operation and maintenance, and to promote the education of the community on practices to improve the quality of water resources.

The *LPTA Stormwater Management User Fee* established a per Equivalent Residential Unit (ERU) rate for all developed parcels, as amended, which was determined based upon the average Impervious Area (IA) of a Single Family Residential (SFR) properties in the Township. All Non-Single-Family Residential Parcels (NSFRs) shall be billed user fees based upon the following schedule: (a) NSFRs with impervious surface equal to or less than 3,400 square feet shall pay a user fee for one (1) ERU at the current ERU rate established by the current resolution adopted by the Authority. (b) NSFRs above the minimum of 1 ERU shall be computed by multiplying the total number of ERUs, including partial ERUs expressed in fractions of 1/10 to 9/10 as applicable, by the current ERU rate. The complete Resolution, currently, Resolution 19-01, can be viewed on the Township's website at www.lowerpaxton-pa.gov.

Disclaimer

By submitting a Stormwater Management User Fee Credit Application pursuant to the latest version of LPTA Stormwater Management Program Credits and Incentive Policy Manual, Property Owner acknowledges and agrees that he and his heirs, grantees, successors, and assigns shall be solely responsible and liable for the operation and maintenance of any and all Best Management Practices ("BMPs") constructed, installed, or employed by the property owner. Lower Paxton Township and

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LPTA shall not be responsible for or liable with respect to the operation and maintenance of any BMP, or any damages arising therefrom. Property Owners and his heirs, grantees, successors, and assigns shall identify and hold harmless Lower Paxton Township, LPTA, its officers, agents, and employees from any and all claims, actions, causes of action, judgements, damages, losses, costs, and expenses (including attorney's fees) arising out of or resulting from the construction, installation, employment, maintenance, or operation of the BMP.

Definitions

The following definitions apply to the Stormwater Management Program Credits and Incentives Policy Manual. Any term not defined by this section can be defined by the *Lower Paxton Township Authority Stormwater Management User Fee Resolution* currently in effect and Lower Paxton *Township Authority's Rules and Regulations*, to the extent not contradictory.

Owner/Applicant – Any person firm, corporation, individual, partnership, trust, company, association, organization, society or group and governmental organizations owning real property with the Service Area. Owner is required to supply all of the necessary materials to LPTA for the application.

Credit – A discount in the form of a percentage that can be applied to an owner's stormwater fee when proper stormwater control techniques are displayed. A maximum of 45% credit can be applied to any one billing period. A credit may also be in the form of a rebate.

Developed Parcel – A land parcel altered from its Natural State that has 340 square feet or more of Impervious Surface.

Equivalent Residential Unit (ERU) – A unit of measure of impervious surface (in square feet) which represents the impervious surface area on the typical Single Family Residential Parcel in the underlying jurisdiction as a unit of comparison. ERU shall mean for the purpose of this Resolution 3,400 square feet of impervious surface. With regard to Non-Single Family Residential Parcels an ERU shall equal 3,400 square feet.

Impervious Area (Impervious Surface) (IA) — A surface that prevents or substantially impedes the percolation of water into the ground. Impervious surfaces include, but are not limited to: any roof, parking or driveway areas, and any new streets and sidewalks. For purposes of stormwater runoff analysis, any surface areas existing or proposed to be gravel or crushed stone shall also be assumed to be impervious surfaces.

Inlet – A surface connection to a closed drain. A structure at the diversion end of a conduit. The upstream end of any structure through which water may flow.

LPT/Township – Lower Paxton Township.

LPTA/Authority – Lower Paxton Township Authority.

Municipal Separate Storm Sewer System (MS4) – Means all separate storm sewers that are defined as "large" or "medium" or "small" municipal separate storm sewer systems pursuant to 40 CFR §§ 122.26(b)(4), (b)(7), and (b)(16), respectively, or designated under 40 CFR § 122.26(a)(1)(v). (25 Pa. Code § 92a.32(a) and 40 CFR §122.26(b)(18)).

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National Pollutant Discharge Elimination System (NPDES) – The federal government and Commonwealth of Pennsylvania's system for issuance of discharge permits under the federal Clean Water Act (CWA), the Pennsylvania Clean Streams Law and Storm Water Management Act. The Pennsylvania Department of Environmental Protection (PADEP) has been delegated the responsibility to implement the federal CWA NPDES program in Pennsylvania.

Non-Single Family Residential Parcel (NSFR) – Any developed parcel that is not a Single Family Residential Parcel. NSFR shall include, but not limited to, multi-family properties, apartments, boarding houses, hotel, motels, churches, mobile home parks, commercial, institutional, governmental and industrial parcels.

Non-Urbanized Area - Any area which does not meet the definition of Urbanized Area.

Operation and Maintenance Agreement (O&M)– An agreement, as described in the latest version of the Township's Stormwater Management Ordinance regarding the required operation and maintenance activities for existing Stormwater Management BMP's and who will be responsible for performing them.

Property owner that requests credit(s) for a stormwater management BMP that does not have an existing operation and maintenance agreement with the Authority must: (a) sign the Operation and Maintenance Agreement as shown in the latest version of the Township's Stormwater Management Ordinance, (b) provide to the Authority all of the material requested by the Authority regarding the stormwater management BMP that the property owner is requesting and (c) the design of the stormwater management BMP that the property owner is requesting must be signed and sealed by a Professional Engineer registered in the Commonwealth of Pennsylvania.

Outlet – Points of water disposal from a stream, river, lake tidewater or artificial drain.

PADEP – Pennsylvania Department of Environmental Protection.

Pennsylvania Stormwater Best Management (BMP) Practices Manual - The most recent version of the Pennsylvania Stormwater Best Management Practices Manual.

Peak Rate Control Credit – A credit that can be applied for utilizing proper stormwater rate control techniques. Example: Detention tanks/basins with a controlled outlet.

Pervious Area – Surface such as soil or other areas not defined as impervious which allows for the infiltration of water to the ground.

Property Owner (Owner) - Any person, firm, corporation, individual, partnership, trust, company, association, government agency, society or group owning real property in the Township.

Service Area – All land within Lower Paxton Township.

Single Family Residential Parcel (SFR) – Any developed parcel containing only one (1) structure which contains one (1) or more rooms with a bathroom and kitchen facility designed for occupancy by one (1) family unit; including single family homes, attached and detached townhouses, condominiums, duplexes, and mobile homes located on individual lots.

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Stormwater – The surface runoff generated by precipitation reaching the ground surface.

Stormwater Management Ordinance – The latest version of Chapter 170 – Stormwater Management, Drainage and Erosion Control from Lower Paxton Township Code of Ordinance.

Stormwater Management Program – An identified set of measures and activities designed to protect, restore and/or manage Stormwater quality by controlling and/or reducing pollutants and; to reduce and/or manage Stormwater quantity by controlling velocity, volume, and rate of Stormwater.

Stormwater Management User (SMU) Fee – A User Fee, assessed, imposed, and to be collected from SFR Property Owners and NSFR Property Owners which uses, benefits from, or is serviced by the Stormwater System, or discharges Stormwater, directly or indirectly, into the Stormwater System for the use of such system, and the service rendered by and improvement of such system.

Volume Control – Stormwater Management (SWM) controls, or BMPs, used to remove a predetermined amount of runoff or the increase in volume between the pre- and post-development design storm.

Urbanized Area (UA) – Comprised of a densely settled core of census tracts and/or census blocks that meet minimum population density requirements, along with adjacent territory containing non-residential urban land uses as well as territory with low population density included to link outlying densely settled territory with the densely settled core. The UA is as defined by the United States Census Bureau.

Water Quality Benefit - Increasing surface water runoff quality as outlined in the Pennsylvania Stormwater BMP Manual or as defined in the PA MS4 guidelines; whichever are more restrictive.

General Information

1. It is the Owner's responsibility to apply for credits and supply all of the necessary materials. See Attachment A for the Credit Application. Owners may apply for one or more Credits, and the Credits will be cumulative up to a maximum Credit of 45% of that property's SMU Fee. Refer to Table 1 for determination if a credit fee applies and see Attachment D for the credit application fee schedule. A credit application may include multiple related parcels. Please note the application can not be reviewed until the application review fee is paid in full, if applicable. The applicant must pay for the application review fee(s) in full prior to the Authority approving and issuing the Credit(s).

2. A number of proposed Credits will require a pre-application meeting and/or a field review with LPTA. All Owners interested in installing a new BMP or retrofitting an existing BMP must submit the Pre-Application Meeting Request form provided in Attachment E to LPTA.

3. Complete applications will be reviewed within 90 days of submission. Applications requiring review and response from PADEP may take additional review time, however credits requiring additional time will be retroactively applied to date of full application submittal. Applications requiring additional information for approval will be returned for corrections. All proposed BMPs shall comply with the applicable design standards set forth in the Lower Paxton Township

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Stormwater Management Ordinance (Chapter 170 of the Code of Ordinances: https://www.ecode360.com/LO1649) and Pennsylvania Stormwater Best Management Practices Manual including, but not limited to, the use of appropriate professionals, such as Professional Engineers, Professional Geologists, Landscape Architects, Soil Scientists, etc. when required. When applicable, karst hazards, soil investigations, infiltration testing, or other pertinent site-assessment activities should be conducted.

4. LPTA will verify plans, materials, reports, and documentation for accuracy and may inspect any installations or features for proper function related to the Credit Application. If, after review, the accompanying documentation is found to be inaccurate or incomplete, or upon inspection issues are discovered with the installation or operation of the BMP, or Operation and Maintenance Agreement, the Owner will be notified in writing and given sixty (60) days to correct the deficiency. The Owner must provide written documentation to LPTA within sixty (60) days of the original notice that the deficiency has been corrected. Unapproved applications will have 60 days to resubmit before their application is terminated.

5. The maximum amount of credit received **shall not exceed 45% per property,** unless otherwise provided for in these policies.

6. The applicant will be notified in writing whether the credits applied for were approved. Approved credits will be applied with the next quarterly billing cycle. For new construction, the credit will be applied with the initial stormwater fee bill for the property.

7. **Sanitary sewer and stormwater accounts must be current in order to receive Credit(s)/Rebate conferred by these policies.** Credits will be revoked if an account is overdue more than 180 days. Upon becoming current, a property owner may reapply to reinstate the revoked credits.

8. Refer to Table 1 for details on credit expiration timeframes. You will note from Table 1 that most approved Credits are valid until the end of the Authority's permit cycle, except when a term is explicitly noted otherwise. Approved Credits will automatically expire when the property changes ownership. Please note that although the Credits expire upon ownership change, any Operations and Maintenance Agreements, easements, and Access Agreements remain permanently in effect. New Owners will be required to submit a Stormwater Credit Renewal Application form (Attachment B-1) to be eligible for the expired Credit. Reapplication for Credit continuance is required to (1) ensure that the Credit is still applicable to the property, and (2) to ensure the new Owner fully understands the requirements of the Credit, including Operations and Maintenance procedures. All Credits will be reviewed at a minimum of every five (5) years and are subject to alteration or revocation at the discretion of LPTA.

9. Credits will be revoked where qualified BMPs are not maintained, or if Operation and Maintenance Reports, as requested by the Township, are not submitted on time. Upon written notice, LPTA, in its sole discretion, may revoke any previously approved Credit when the Owner has failed to meet the conditions of the Credit, the conditions of the LPT Operation and Maintenance Agreement. The Owner will be notified in writing of the reason for Credit termination and will be provided with the corrective measures required to have the Credit reinstated. See Right of Inspection/Revocation of Credits.

10. The Lower Paxton Township Authority has full discretion over the credit policy and process.

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Credit Calculations

Owners may apply for one or more Credits, and the Credits will be cumulative up to a maximum Credit of 45% of that property's SMU Fee. In no circumstance may a Credit or group of Credits reduce the applicable SMU Fee to an amount that is less than 55% of the SMU Fee for that property, unless the property meets the requirements of the BMP Easement Credit or Stormwater Partnership Credit.

The SMU Fee for properties with approved Credits will be calculated as follows:

Quarterly SMU Fee = SMU Rate ($/ERU/Quarter) x (1 - Credit Percentage)

Where:

SMU Rate = The current per ERU rate as defined in the LPTA SMU Fee Resolution

Credit Percentage = Percentage (in the form of decimal; 45% = 0.45) assigned by LPTA to a Best Management Practice (BMP) as shown in Table 1. Credit percentages may change due to EPA and DEP regulations as well as changes made to the property by the property owner in the course of modifying their land. The Credit Percentage would be determined as a percentage of the impervious area (IA) managed per BMP, up to the maximum credit per BMP allowable.

Refer to Attachment F for examples.

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Summary of Available Credits

Table 1. Summary of Available Credits by Property Type

Credit		Eligible Property Owners				Max Credit	Application Fee (5)	O&M Agreement Required	Credit Expiration (Refer to Footnote)
		NSFR							
	SFR	ALL	EDUC	NPDES	MS4				
Low Impact Parcel (IA is < 10% of Parcel Area)	X	X				30%	No	No	(1)
Non Urbanized Parcel	X	X				20%	No	No	(1)
BMP Easement	X	X				TBD	Yes	Yes	(1)
Peak Rate Control/Volume Control Structural BMP	X	X				45%	Yes	Yes	(1)
Riparian Buffer	X	X				30%	Yes	Yes	(1)
Stream Restoration (6)	X	X				30%	Yes	Yes	(1)
Turf and Landscape Management Program		X				15%	Yes	Yes	(1)
Permeable Pavement (7)		X				N/A	Yes	Yes	(1)
Green Roofs	X	X				20%	Yes	Yes	(1)
Rain Barrels Rebate	X	X				[4]	No	No	N/A
Education Credit			X			10%	No	No	(1)
Separate MS4 Permit				X	X	40%	Yes	No	(2)
Stormwater Partnership Credit		X				TBD	Yes	Yes	(1)
Agricultural Use Parcels	X	X				30%	Yes	Yes	(1)
Public Participation	X	X				10%	No	No	(3)
Public Participation Credit Donation	X	X				10%	No	No	(3)
Adopt an Inlet	X	X				10%	No	No	(1)

SFR: Single-Family Residential
NSFR: Non Single-Family Residential
ALL: Any NSFR owner who are charged a Stormwater Management Program Fee.
EDUC: Any public or private educational systems (K-12).
NPDES: Properties with a NPDES Industrial Stormwater Permit.
MS4: Properties assigned a Non-Municipal MS4 Permit.

Note that NSFR properties that are categorized as EDUC, NPDES and MS4 are also potentially eligible for NSFR credits listed as ALL.

Footnotes:
1) End of Township MS4 Permit Cycle (currently July 31, 2025).
2) End of Property Owner's MS4 Permit Cycle.
3) December 31st of year applied.
4) One time rebate per property.
5) Refer to Attachment D for the latest Resolution of application fees. Fees are cumulative for each credit that requires reviewing.
6) For stream bank restoration projects, the magnitude of the Credit will be established based on the length of the associated project.
7) Permeable pavement (sometimes called pervious pavement or porous pavement) for driveways, parking lots, patios, sidewalks, etc. can reduce property owner's total stormwater fee. Permeable pavement that was installed in accordance with the Pennsylvania Stormwater Best Management Practices Manual and has an existing Operations and Maintenance (O&M) agreement with the Township will be considered for the stormwater fee reduction. As determined by LPTA, the property owner's total impervious surface area may be reduced proportional to the amount of IA/ERU's managed by the BMP.

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Description of Credits

Low Impact Parcel (SFR, NSFR)

A parcel is considered a Low Impact Parcel if it meets all of the following conditions:

1. Total IA is less than or equal to 10% of the total parcel area;
2. The IA is not directly connected (for example, but not limited to: gutter, swale, channel, pipe) to a storm sewer, curb line, stream, channel, street or other surface water conveyance; and
3. The IA is a minimum of fifty (50) feet (measured horizontally) from the edge of a stream, channel, wetland, or other surface water conveyance.

If a parcel meets all of the above conditions, it may be eligible for a Credit up to 30%. Portions of the IA may be eligible for Credit even if all the IA does not meet conditions 2 and 3 listed above. For example, a parcel may contain a detached house and a shed. The total IA for the property equals 5.5%, however, the shed is twenty-five (25) feet from a stream, and therefore no Credit is applied for the shed. The house, which meets all three conditions, would receive a 30% Credit for its IA.

Non-Urbanized Parcel (SFR, NSFR)

Parcels which meet the definition of Non-Urbanized Area automatically receive a 20% Credit. The credit shall be applied with the next quarterly billing cycle following adoption of this Policy. As per Table 1, this Credit expires at the end of the Township MS4 Permit Cycle and shall be automatically renewed upon receipt of the new MS4 Permit, with the condition that the parcel is within the Non-Urbanized Parcel area.

BMP Easement (SFR, NSFR)

LPTA may provide a Credit to Owners who grant a permanent and/or a temporary easement for LPTA to construct, operate and maintain a new stormwater BMP on their property. This Credit is intended for projects on the Township's approved Pollutant Reduction Plan (PRP) that would be financially prohibitive for a property owner to complete on their own, but is an important project for meeting the goals of LPTA's program. The amount of credit will be determined by LPTA on a case-by-case basis that will consider the type of BMP and the easement requested.

Peak Rate Control / Volume Control Structural BMP (SFR, NSFR)

Structural BMPs that control for the rate, volume, and water quality of stormwater generated on the property are eligible for credit. The maximum credit for peak rate, volume control and water quality improvements is 45%.

Peak Rate Credits for the installation of an approved control system per *Lower Paxton Township Stormwater Management Ordinance* (SWMO) *Chapter 170 - Stormwater Management, Drainage and Erosion Control §170-401 Stormwater Management District Rate Controls* will be eligible for up to 15% Credit for rate control up to the 100-year storm event. This is in addition to any volume

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control credit as noted below. Landowners shall maintain, in perpetuity, volume control and water quality BMP's in the approved condition according to the terms of 25 Pa. Code Chapter 102, as applicable, prevailing at the time of approval and provide annual documentation of the same to the Township. Property owners who fail to comply with Township reporting requirements will be ineligible for credits on the subject property in the next quarterly billing cycle.

Any system designed for volume control in accordance with *Lower Paxton Township* SWMO C*hapter 170 Stormwater Management, Drainage and Erosion Control §170-303 Volume Controls* will be eligible for up to a 15% Credit. This is in addition to any peak rate control noted above. The system must either follow CG-1 from the PADEP Stormwater Management Design Manual by not increasing the post-development total runoff volume when compared to the predevelopment total runoff volume for the two year/twenty-four-hour storm event, or follow CG-2 if the site disturbance is under one acre. Approved volume system control systems may be, but are not limited to, infiltration basins, infiltration trenches, and rain gardens. See the Pennsylvania Stormwater BMP Manual section 6.4 for more information on the listed systems as well as other options.

Any system designed for water quality improvements in accordance with *Lower Paxton Township* SWMO Chapter 170 *Stormwater Management, Drainage and Erosion Control §170-301 and State Regulation* Pa. Code, Chapters 93 and 96 will be awarded a 15% Credit. This is in addition to any peak rate or volume control credits noted above. These are systems containing BMP's that protect or improve water quality of receiving streams. Approved water quality improvements are BMP's which help with compliance with the Township's MS4 requirements under Minimum Control Measures regarding post construction or their Pollutant Reduction Plan (PRP) plan, etc. See the Pennsylvania Stormwater BMP Manual Chapter 6 for more information on the listed systems as well as other options.

A detailed inspection schedule and maintenance schedule shall be developed. The maintenance schedule should include a detailed step by step procedure on how the control system shall be maintained in order to work in perpetuity. Include contact information of the person responsible for the O&M in accordance with *Lower Paxton Township* SWMO Chapter 170 *Stormwater Management, Drainage and Erosion Control* Article VI. Inspection and maintenance logs should be maintained. All control systems shall be contained within a minimum 20 foot SWM easement. Access to the SWM easement shall be provided from the nearest public right-of-way.

Existing BMPs can be retrofitted to provide new function and would be eligible for Credits for the existing and new functions. The Credits only apply to the IA controlled by the BMPs. Peak rate, volume control, and water quality calculations shall be in compliance with the Township. Previously installed control systems may also apply for this Credit assuming they are in proper working order and are approved by a Pennsylvania licensed professional engineer. Credits will be prorated to the amount of IA managed relative to total IA on site. For previously installed control systems, applicants will be required to provide a permanent access easement, acceptable to the Authority, to provide access for the Authority inspection.

Riparian Buffer (SFR, NSFR)

LPTA may grant up to a 30% Credit for those Owners who create and/or maintain a protected riparian buffer alongside a stream on their property. The riparian buffer can be existing or a newly-planted buffer of native plants. To be eligible for a Credit, a minimum of twenty-five (25) contiguous linear

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feet of stream must be buffered from top of bank and a minimum of 35 feet (measured horizontally). The Credit will apply only to the IA on the property draining to the buffer.

If property conditions are limiting (proximity to property line, roads, structures, etc.), buffers with less than 25 feet horizontal width may be considered for Credit. Please note projects requiring PADEP permits may have more stringent requirements. The amount of the Credit will be dependent on site-specific conditions including, but not limited to, contributing IA and buffer width and length. Interested Owners should contact LPTA prior to project initiation. All riparian buffer projects will require an operations and maintenance (O&M) plan to ensure the continued functionality of the BMP, as well as submission of inspection reports to LPT to demonstrate that the BMP is providing Water Quality Benefit.

Stream Restoration (SFR, NSFR)

LPTA may grant up to a 30% credit for those Owners who complete and maintain an approved stream restoration project. The total length of stream restoration associated with the project must include a minimum of one hundred (100) contiguous linear feet of stream and a minimum of 35 feet measured perpendicular from top of bank. The project may fall on multiple contiguous properties.

For the purposes of eligibility determination, stream restoration is defined as any natural channel design, wet channel regenerative stormwater conveyance, legacy sediment removal or other stream modifications intended to restore natural forms and processes that reduce streambank or streambed erosion and capture pollutants. If property conditions are limiting (proximity to property line, roads, structures, etc.), projects with less than 35 feet horizontal width on each side of the stream may be considered for partial Credit.

Please note stream bank restoration projects requiring to meet other PADEP permit obligations may have more stringent requirements and may not be eligible for this Credit (per PADEP). Stream restoration projects must be approved by a licensed Pennsylvania engineer. This credit is available to property owners whose property contains an existing channel or streambank erosion on an actively enlarging or incising urban stream condition prior to restoration (an existing problem). The amount of the Credit will be dependent on site-specific conditions. Interested Owners should contact LPTA prior to project initiation. All stream restoration projects will require an operations and maintenance (O&M) plan to ensure the continued functionality of the BMP, as well as submission of inspection reports to LPT to demonstrate that the BMP is providing Water Quality Benefit.

Turf and Landscape Management Program (NSFR)

Educational institutions, public recreation facilities, golf courses and cemeteries with lawns or landscape areas where fertilizers (organic or inorganic) and pesticides are typically applied may apply for a 15% Credit if all of the following are completed:

1. A soil fertility sample is collected and submitted to the Pennsylvania State Agricultural Analytical Services Laboratory for a soil fertility test. A sample must be taken a minimum of once every three years and a copy of the results must be submitted to LPTA with the Credit Application;
2. The property owner must commit to the recommendations provided on the soil fertility report, including the application of lime if recommended; and

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3. The property owner must commit to following the fertilizer, lime, and pesticide application recommendations provided by LPTA.

The IA of the parcel cannot exceed 40% of the total parcel area to be eligible for this Credit.

Permeable Pavement (NSFR)

Permeable pavement (sometimes called pervious pavement or porous pavement) or pavers for driveways, parking lots, patios, sidewalks, etc. can reduce property owner's total stormwater fee. Permeable pavement that was installed in accordance with the Pennsylvania Stormwater Best Management Practices Manual and has an existing Operations and Maintenance (O&M) agreement with the Township will be considered for the stormwater fee reduction. The property owners total impervious surface area may be reduced proportional to the amount of IA/ERU's managed by the BMP.

For proposed new installations, as part of a new Land Development Plan on an undeveloped parcel, in accordance with the LPT Stormwater Ordinance, the permeable pavement area is not considered an impervious surface and is not included in the stormwater fee calculation to be billed to the new account.

Green Roofs (SFR, NSFR)

A property is eligible for a Green Roof Credit when a green roof is installed on a building. The design, construction, and maintenance plan must meet as a minimum, the requirements noted for such facilities in the Pennsylvania Stormwater Best Management Practices Manual or approved recognized engineered equivalent. Green roofs may be eligible for a Credit up to 20%.

Rain Barrel Rebate (SFR, NSFR)

LPTA will grant a One-Time Fee Rebate of $100 per rain barrel for up to two downspouts on the property which are properly connected to a rain barrel, cistern, or other approved containment device that provides a minimum of 50 gallons of storage per downspout. A rain barrel that exists at the time of implementing the credit policy are eligible for the rebate. For existing rain barrels, owners will be required to submit the credit application and LPTA will schedule and perform an inspection to confirm the rain barrel is connected and operating properly. If approved, the property owner will receive the rebate within 45 days of the inspection. For new rain barrel installations, owners will be required to submit the credit application and attach proof of purchase, LPTA may schedule and perform an inspection to confirm the rain barrel is connected and operating properly, if approved, the property owner will receive the rebate within 45 days of the inspection.

For NSFR properties, the Authority will review the use of containment devices on an individual basis.

Education Credit (NSFR)

It is the goal of LPTA to encourage both public and private educational systems (K-12) to educate and inform their students on the importance of surface water, ground water, and stormwater resources, and how they can play a role in preserving and restoring the physical, chemical, and biological integrity of the Township's water resources.

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The educational program may include participation in a water resource-themed student poster session or science fair, take-home materials, classroom lessons, field trips, etc. The educational program/materials must be preapproved by LPTA. The following list of educational resources and materials are provided as examples, but is not meant to exclude other educational material that may be approved by LPTA:

- PSU Extension: *Rain to Drain – Slow the Flow*
- EPA NPDES Stormwater Outreach Materials and Reference Documents
- EPA Teacher Resources and Lesson Plans
- EPA Water Science and Technology for Students and Educators
- USGS Education Resources
- Soil Science Society of America: *Soils 4 Teachers*

A school with more than 50% of its students enrolled in levels below Kindergarten (i.e. pre-K, pre-school, daycare, etc.) is not eligible for an Education Credit. Eligible education institutions may be granted up to a 10% Credit based on the following criteria:

- **Level One Education Credit:** A 10% Education Credit is available to a qualifying education institution which educates 50% to 74% of the grade levels within the school or school system.
- **Level Two Education Credit:** A 15% Education Credit is available to a qualifying education institution which educates 75% to 100% of the grade levels within the school or school system.

Education Credits only apply to the IA associated with the teaching facility and associated infrastructure. For example, the Credits would be applied to a High School building and its parking lot, but not to the School District Administrative offices that oversee the High School. Student living quarters, such as dorms, are also not eligible for Education Credits. Education Credits are valid for one (1) year but will be renewable each year the curriculum is taught.

Churches and religious organizations are eligible for the education credit per the requirements mentioned above. Institutions of higher education may participate as part of the Stormwater Partnership Credit.

Separate MS4 Permit (NSFR)

A 40% Credit is available to those properties that have been identified by PADEP as being required to obtain and comply with the terms of a Non-Municipal MS4 permit which includes implementing a pollution reduction plan (PRP). To be eligible for the Credit, the MS4 permit must be kept in full compliance and LPTA must be provided a copy of the MS4 permit as well as copies of the annual reports. Properties with a Non-Municipal MS4 permit which does not require PRP implementation are eligible for a maximum credit of 20%.

Stormwater Partnership Credit (NSFR)

LPTA recognizes that the ultimate goal of the stormwater program and credit policy is to improve local and regional water quality. Therefore, LPTA encourages customers to propose other means to improve their property and our community through the use of innovative stormwater technologies. If a LPTA stormwater customer has an idea for a project that could be worth stormwater credits, LPTA encourages the customer to submit the project idea under the Stormwater Partnership Credit.

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Credit will be based upon benefit analysis demonstrating actual stormwater program cost reduction to be realized by LPTA.

Agricultural Use Credit (SFR, NSFR)

A range of credits are available for properties where agricultural E&S plans and/or manure/nutrient management plans are required according to Pennsylvania regulations, typically overseen by the Conservation District. LPTA may grant up to 30% credit for agricultural BMPs that are planned and fully implemented according to the applicable planning schedule, especially for properties that employ particular high performance water quality BMPs. Each approved and still relevant plan, approved within three months of the stormwater fee being in place, is worth 5% credit. Upon annual verification that each plan is being implemented according to the prescribed schedule, 10% credit per plan is offered by LPTA. Should a property owner/operator be willing to go above and beyond the minimum agricultural water quality requirements, additional credit may be negotiable (e.g. farm is in compliance and is willing to work with LPTA, or a partner organization, on a stream restoration project and, thereby, install streambank fencing).

Public Participation (SFR, NSFR)

LPTA believes a strong Stormwater Management Program is predicated on public participation and involvement to help address water quality issues. LPTA customers who participate in certain state sponsored or LPTA pre-approved events to promote water quality and sound stormwater management principles will be eligible for Credit. The following activities are eligible for a Credit:

- Spending four (4) hours participating in a stream clean-up.
- Spending four (4) hours participating in a roadside clean-up.
- Participating in an LPTA or other approved tree planting activity.
- Participating in any other proposed public participation activity pre-approved by LPTA.
- Sponsoring any other public participation activity pre-approved by LPTA.

Credits are earned for every hour served. One (1) Credit hour is equal to $1.60 per quarter ($6.40 per year). Earned Credits cannot exceed 10% of the SMU Fee for a property. A minimum of four (4) hours are required to qualify for the Credit. Credits hours are cumulative. For example, four (4) people could participate for one (1) hour each and that would be equivalent to one (1) person participating for four (4) hours. Participation Credits can only be applied to one (1) parcel if a customer owns more than one (1) parcel. However, a customer with multiple parcels can earn additional Participation Credits to apply to different parcels as long as a minimum of four (4) hours are earned for each parcel. Public participation Credits are valid for one (1) year and will be applied to a customer's stormwater bill beginning with the July or January bill following participation in the event.

Public Participation Credit Donation (SFR, NSFR)

LPTA stormwater customers who earn Public Participation Credit may participate and earn credit on behalf of a non-profit organization (such as a church or food bank) or on behalf of a school. Activities must be preapproved by LPTA.

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The following are examples of activities eligible for a Credit:

- Participating in a stream or roadside clean-up.
- Participating in an LPTA or other approved tree planting activity.
- Hosting a student-sponsored educational event at a public venue.
- Participating in any other proposed public participation activity pre-approved by LPTA.
- Sponsoring any other public participation activity pre-approved by LPTA.

Credits are earned for every hour served. One (1) Credit hour is equal to $1.60 per quarter ($6.40 per year). A minimum of four (4) donated hours are required to qualify for the Credit, but do not have to be donated from the same individual. Donated Credits do not have to be from the same event, and individuals may participate in as many qualifying events as they choose. Donated Credits will be tallied over a calendar year and applied to the Stormwater bill beginning in January of the year following the donation. Donated Credits cannot exceed 10% of the SMU Fee for the recipient property. Credits are valid for one (1) year. Contact should be made with LPTA prior to the event to receive all required forms and documentation.

Adopt an Inlet (SFR)

LPTA will grant customers a 10% Credit for participating in the Adopt an Inlet program. Although residents may adopt as many inlets as they like, only one adopted inlet will be applied per SFR for the purpose of Credit. Adopted inlets should be in close proximity to the property receiving the Credit. If there are no inlets in close proximity to the property, LPTA may grant permission for a property owner to adopt an inlet elsewhere in the Township. Participants will be responsible for keeping leaves and other debris away from their adopted inlet. Approved participants will receive periodic emails to alert them to check on and remove surface debris from their adopted inlet.

Applying for Credit

Pre-Application Meeting and Field Review

A number of proposed Credits will require a pre-application meeting and/or a field review with LPTA. All Owners interested in installing a new BMP or retrofitting an existing BMP should submit the Pre-Application Meeting Request form provided in Attachment E to LPTA. Township Staff will contact the Owner to schedule a mutually agreeable meeting date and time or provide notification if the specific installation does not necessitate a pre-application meeting.

Credit Application – See Attachment A

In order to receive Credit, all Owners must follow the subsequent application process. Materials can be mailed or personally delivered to LPTA at 425 Prince Street, Harrisburg, PA 17109, Attn: Sewer Director.

The following documentation must be submitted for an application to be reviewed:

1. Completed and signed credit application form.
    a. Application forms are available in Attachment A, online at the Township website, and at the Township office (located at the address listed above).
2. Photographs of the site showing layout, inlets, outlets, etc.

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3. Owner's Operation and Maintenance Plan and/or O &M Agreement.
4. Previous 1-year maintenance log. (Existing facilities only)
5. Application fee applies to certain credits. Refer to Table 1.
6. LPTA has the right to require submission of design documentation, as-built or construction drawings, and an engineering analysis from a Pennsylvania licensed professional engineer. Notification of this requirement will be provided in response to the Pre-Application Meeting Request.
7. LPTA has the right to require documentation from a licensed engineer that the facility is in proper working order. (Existing facilities only).
8. Additional documentation may be required at the request of LPTA.

Credit Approval Process

Properly submitted and complete applications will be reviewed by LPTA within 90 days of submission, unless extended by good cause shown. The applicant will be notified in writing whether the credits applied for were approved. Unapproved applications will have 60 days to resubmit before their application is terminated. Approved applicants will receive a letter stating the credit amount and that credits will be applied with the next quarterly billing cycle. For new construction, the credit will be applied with the initial stormwater fee bill for the property. Applicants/Owners who are required to have an LPT O&M Agreement will receive the LPT O&M Agreement with the conditional approval letter, indicating that the owner must sign and return the agreement to LPTA within 60 days (failure to do so will terminate the Credits). The agreement requires a Notary, the Township has a Notary available and may provide this service upon request. Following receipt of the properly executed O&M Agreement, Credits will be applied with the next quarterly billing cycle. See below for details on the O&M Agreement Approval Process.

Operation and Maintenance (O&M) Agreement Approval Process

As described in the previous section under Credit Approval Process, property owners that receive Credits for BMP's will be required to have a LPTA acceptable O&M agreement or may be required to sign a new LPT O&M Agreement in order to qualify for the credit. See Table 1 for credits that require the O&M Agreement. Property owners should review the following guidelines to receive approval of an acceptable O&M Agreements under this Credit Policy.

1. **Pre-Existing BMP/O&M Agreement** - For property owners that are applying for a pre-existing BMP and have a pre-existing signed LPT O&M agreement, the owner shall provide the approved SWM Site Plan, approved Maintenance Plan, the signed O&M agreement and proof that the LPT O &M Agreement is recorded in the Dauphin County Recorder of Deeds Office. Owner shall also provide proof that the stormwater BMP's, as required by said Plan, are adequately operated and maintained by the owner.

2. **Pre-Existing BMP/No O&M Agreement -** For property owners that are applying for a pre-existing BMP but do not have a signed LPT O&M agreement, they shall be required to provide the existing plan approved by the Township showing the BMP, the proposed maintenance plan and proof that the BMP has been adequately operated and maintained by the owner. If the credit application is approved by the Authority, owner will be required to sign a new LPT O&M

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agreement. Please note that the LPT O&M Agreement is required to be recorded in the Dauphin County Recorder of Deeds Office by the property owner and proof of recording provided to LPT before the credit application is approved.

3. **All New BMP' and BMP Retrofits** - All proposed BMPs shall comply with the applicable design standards set forth in the Lower Paxton Township Stormwater Management Ordinance (Chapter 170 of the Code of Ordinances: https://www.ecode360.com/LO1649) and Pennsylvania Stormwater Best Management Practices Manual including, but not limited to, the use of appropriate professionals, such as Professional Engineers, Professional Geologists, Landscape Architects, Soil Scientists, etc. when required. When applicable, karst hazards, soil investigations, infiltration testing, or other pertinent site-assessment activities should be conducted

Right of Inspection/Revocation of Credits

When applying for a Credit, the Owner agrees that properly identified LPT personnel may at reasonable times enter any property unannounced to inspect the property or condition or operation of BMPs. If, after its review or inspection, LPT staff finds the BMPs or Operations and Maintenance Agreement out of compliance with either the Credit Application or operational requirements, the Owner will be notified in writing and given sixty (60) days to correct the inaccuracy or non-compliance ("Notice of Non-Compliance").

The Owner will have sixty (60) days following the receipt of the Notice of Non-Compliance to provide LPTA written documentation and evidence satisfactory to LPTA staff that the issues described in the Notice of Non-Compliance have been corrected. If the Owner fails to provide a written response within the designated time frame or if the issues described in the Notice of Non-Compliance have not been corrected, the Credit will be suspended the following billing cycle. The Credit suspension will remain in effect a minimum of three (3) months. The Owner may reapply for the Credit once it has documentation, satisfactory to LPTA staff, that the issues described in the Notice of Non-Compliance have been corrected and that the BMP has been functioning in compliance with the requirements for a minimum of three (3) months.

Credit Renewal

Refer to Table 1 for details on credit expiration timeframes. You will note from Table 1 that most approved Credits are valid until the end of the Authority's permit cycle, except when a term is explicitly noted otherwise. Owners will be required to complete the Stormwater Credit Renewal Application form (Attachment B-1) to be eligible to re-new the expired Credit. Materials can be mailed or personally delivered to LPTA at 425 Prince Street, Harrisburg, PA 17109, Attn: Sewer Director. Failure to do so may result in Credits not being renewed before they expire. Renewal applications will be reviewed by LPTA within 90 days of submission. The applicant will be notified only if the credits are not renewed. Unapproved applications will have 60 days to resubmit before their application is terminated without a fee reimbursement.

The following documentation must be submitted for a renewal application to be reviewed.

1. Completed and signed renewal application form.
    a. Application forms are available in Attachment B, online at the Township website, and at the Township office (located at the address listed above).

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2. Current (1 month or less before submission) photographs of the site showing layout, inlets, outlets, etc.
3. Provide previous year's maintenance log.
4. Provide documentation from a Pennsylvania licensed professional engineer that the facility is in proper working order, where required by LPTA.
5. For MS4 Permit Compliance Credits documentation must be provided showing compliance with permit limits/regulations over the proceeding 3-year period.

Reassessments and Appeals

Reassessment of Properties

Property Owners may apply for reassessment if changes have been made to a property. **Specifically, If impervious surface has been removed from a property it will be removed from the fee calculation.** Application forms are available in Attachment C. Within 60 days of being received, Township Staff will contact the owner with information about the status of the application as well as instructions about how to proceed.

Appeals

Property Owners may Appeal their initial Stormwater User Fee by following the procedures under the Authority Stormwater User Fee and Sewer Rental Billing and Collection Policy, Section X – Appeal Procedures.

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Attachment A – Credit Application

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Stormwater Credit Application Form

Credit Application Instructions

1. This form is provided to LPTA stormwater customers who believe they qualify for an approved Stormwater Credit. Customers should review the LPTA Credit Manual for eligibility requirements. Accounts must be current for credits to be considered.
2. Please fill out all sections on the first page of the form (except for the last section marked "For LPTA Use Only".) Please fill out all applicable sections on pages 1 and 2 related to the Credits you are applying for (except for the last section marked "For LPTA Use Only".). **NOTE: For rain barrel and adopt an inlet credits, only complete this page by checking the appropriate box and completing the customer information.**
3. You may attach supporting documentation to the form. Please note that any submitted documentation will not be returned to the customer. Please mail completed form to:

   Lower Paxton Township Authority
   425 Prince Street, Harrisburg, PA 17109
   Attn: Sewer Director

4. An LPTA representative will review the Stormwater Credit Application Form within 90 days of receipt of the completed form.

Attached Documents

The following documentation must be submitted for an application to be reviewed

1 Completed and signed credit application form.
2. Photographs of the site showing layout, inlets, outlets, etc.
3. Obtain owner's operation and maintenance plan.
4. Provide previous year's maintenance log. (Existing facilities only)
5. Provide application fee, if required, per Table 1.
6. LPTA may require for the following additional documentation to be submitted:
   a. Design documentation, as-built or construction drawings, and an engineering analysis from a Pennsylvania licensed professional engineer.
   b. Documentation from a licensed engineer that the facility is in proper working order. (Existing facilities only)
   c. Other documentation as may be required at the request of the Authority.

Please review LPTA's Stormwater Management Program Credit Manual before applying

Select the credit(s) being applied for (check applicable boxes):

☐ BMP Easement *	☐ Green Roofs *
☐ Peak Rate Control/Volume Control Structural BMP *	☐ Education Credit
☐ Riparian Buffer *	☐ Separate MS4 Permit *
☐ Stream Restoration *	☐ Stormwater Partnership Credit
☐ Turf and Landscape Management Program *	☐ Adopt an Inlet: Street name:
☐ Permeable Pavement	☐ Agricultural Use Credit *
Note: An asterisk denotes fees to be paid by the applicant for application review.	☐ Rain Barrels Rebate (Attach proof of purchase.)

Customer Information

Owner's Name: _____

Phone Number: _____ Alt. Phone Number: _____

E-mail: _____

Property Address: _____

Mailing Address: _____

Account Number: _____

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Stormwater Credit Application Form (Cont.)

Turf and Landscape Management Program

Check all boxes that apply:

☐ I agree to submit a soil sample and provide LPTA with a copy of the results at least once every three years.

☐ I agree to follow the recommendations provided on the soil fertility report, including the application of lime if recommended.

☐ I agree to follow the fertilizer, lime and pesticide application recommendations provided by LPTA.

Please attach a copy of the soil fertility report.

Public Participation Credit Donation

Check only one box:

☐ I want to donate my participation credits to an eligible non-profit.

Name of Event: _____ Date of Event: _____

Participant Name*: _____ Number of Hours*: _____

Name of Organization: _____

Address of Organization:_____

*Please attached a list of event participants and hours served if more than one person participated.

Additional Credits

If you are applying for any of the following credits, LPTA may contact you to discuss the details of the credit after you submit page 1 of the application.

- Peak Rate Control/Volume Control Structural BMP
- Riparian Buffer
- Stream Restoration
- Permeable Pavement
- Green Roofs
- Education Credit
- Separate MS4 Credit
- Stormwater Partnership Credit
- Agricultural use Parcels

Confirmation of Credit Conditions and LPTA Access Rights

I, (please print name) _____ agree to all conditions of the Credits I have applied for as outlined in the *Lower Paxton Township Authority Stormwater Management Program Credits and Incentives Manual*. Additionally, I agree that Lower Paxton Township Authority may at reasonable times enter my property to inspect the property or condition or operation of BMPs.

Signature: _____Date: _____

FOR LPTA USE ONLY

Date Received: _____	Credit(s): ☐ Granted ☐ Denied
Date Reviewed: _____	Reviewer: _____

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Attachment B – Renewal Application

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Stormwater Credit Renewal Application Form

No Application Fee

Credit Renewal Application Instructions

1. This form is provided to existing LPTA stormwater customers who are renewing stormwater credit. Customers should review the LPTA Credit Manual for eligibility requirements for Credits. Accounts must be current for renewal applications to be considered.
2. Please fill out all sections on the form, except for the last section marked "For LPTA Use Only".
3. Please mail completed form to: Lower Paxton Township Authority
   425 Prince Street, Harrisburg, PA 17109
   Attn: Sewer Director
4. An LPTA representative will review the Stormwater Credit Application Form within 90 days of receipt of the completed form.

Attached Documents

The following documentation must be submitted for an application to be reviewed

1. Completed and signed credit application form.
2. Current (1 month or less before submission) photographs of the site showing layout, inlets, outlets, etc.
3. Obtain owner's operation and maintenance plan.
4. Provide previous year's maintenance log.
5. LPTA may require the following additional documentation to be submitted:
   a. Documentation from a licensed engineer that the facility is in proper working order. (Previously existing facilities only)
   b. Other documentation as may be required at the request of the Authority.

Please Mark All Credits That Apply

☐ BMP Easement	☐ Green Roofs
☐ Peak Rate Control/Volume Control Structural BMP	☐ Education Credit
☐ Riparian Buffer	☐ Separate MS4 Permit
☐ Stream Restoration	☐ Stormwater Partnership Credit
☐ Turf and Landscape Management Program	☐ Adopt an Inlet
☐ Permeable Pavement	☐ Agricultural Use Parcel

Customer Information

Owner's Name: _____

Phone Number: _____ Alt. Phone Number: _____

E-mail: _____

Property Address: _____

Mailing Address: _____

Account Number: _____

I, (please print name) _____ agree to all conditions of the Credits associated with the above referenced property as outlined in the *Lower Paxton Township Authority Stormwater Management Program Credit Manual*. Additionally, I agree that Lower Paxton Township Authority may at reasonable times enter my property to inspect the property or condition or operation of BMPs. I also understand my obligations to any conditions listed in any Operation and Maintenance Agreements that are in existence for this property with LPTA.

Signature: _____ Date: _____

FOR LPTA USE ONLY

Date Received: _____	Credit(s): ☐ Granted ☐ Denied
Date Reviewed: _____	Reviewer: _____

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Attachment C – Reassessment Application

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Stormwater Reassessment Form

Reassessment Instructions

1. This form is provided to LPTA stormwater customers who have reduced their Impervious Area (IA) coverage or believe their IA or fee was improperly calculated.
2. Please fill out all sections on the form, except for the last section marked "For LPTA Use Only".
3. You may attach supporting documentation to the form. Please note that any submitted documentation will not be returned to the customer. Please mail or hand deliver completed form to:

   Lower Paxton Township Authority
   425 Prince Street. Harrisburg, PA 17109
   Attn: Sewer Director

4. An LPTA representative will review the Stormwater Appeal and Reassessment Form within 60 days of receipt of the completed form.
5. Approved adjustments will be applied to the current stormwater bill and future billings, as deemed appropriate.

Attached Documents

The following documentation must be submitted for a reassessment application to be reviewed

1 Completed and signed Reassessment Application Form.
2. Provide $50 application fee.

Appeal Information

Select the revision(s) being requested (check applicable boxes):

☐ **Impervious Area on Property has been reduced by the Property Owner.** Provide a brief description of why the reassessment is necessary. Include $50 reassessment fee.

_____
_____
_____

Reassessment IA Estimate:_____

Signature: _____ Date: _____

Customer Information

Owner's Name: _____

Phone Number: _____ Alt. Phone Number: _____

E-mail: _____

Property Address: _____

Mailing Address: _____

Account Number: _____

FOR LPTA USE ONLY

Date Received: _____	Credit(s): ☐ Granted ☐ Denied
Date Reviewed: _____	Reviewer: _____

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Attachment D – Latest Stormwater Application Fee Resolution

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HRG
Herbert, Rowland & Grubic, Inc.
Engineering & Related Services
AN EMPLOYEE-OWNED COMPANY

369 East Park Drive
Harrisburg, PA 17111
717.564.1121
FAX 717.564.1158
www.hrg-inc.com

Attachment D

APPLICATION CREDIT REVIEW FEE SCHEDULE (Refer to Table 1 on Page 9)	Fee
BMP Easement	$220
Peak Rate Control/Volume Control Structure BMP	$250
Riparian Buffer	$220
Stream Restoration	$1,500
Turf and Landscape Management Program	$250
Permeable Pavement	$220
Green Roofs	$1,500
Separate MS4 Permit	$1,700
Stormwater Partnership Credit	$580
Agricultural Use Credit	$250

Attachment E – Pre-Application Meeting Request Form

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Stormwater Credit Pre-Application Meeting Request Form

Pre-Application Meeting Request Instructions

1. This form is provided to LPTA stormwater customers who are want to install a new BMP or retrofit an existing BMP to become eligible for LPTA stormwater Credit. Customers should review the LPTA Credit Manual for eligibility requirements for Credits. Accounts must be current for credits to be considered.
2. Please fill out all sections on the form, except for the last section marked "For LPTA Use Only".
3. Please mail completed form to:

   Lower Paxton Township Authority
   425 Prince Street. Harrisburg, PA 17109
   Attn: Sewer Director

4. An LPTA representative will review the Stormwater Credit Application Form within 90 days of receipt of the completed form.

Please Mark All That Apply

☐ I want to install a new BMP
☐ I want to retrofit an existing BMP
☐ I want to discuss a BMP easement, riparian buffer, stream restoration project
☐ I have an idea for a project that might qualify for the Stormwater Partnership Credit
☐ Other: _____

Customer Information

Owner's Name: _____

Phone Number: _____ Alt. Phone Number: _____

E-mail: _____

Property Address: _____

Mailing Address: _____

Account Number: _____

Parcel ID (if known): _____

FOR LPTA USE ONLY

Date Received: _____	Credit(s): ☐ Granted ☐ Denied
Date Reviewed: _____	Reviewer: _____

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Attachment F – Credit Calculation Examples

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Credit Calculation Examples

Example 1: A residential property owner decides to create and maintain a protected riparian buffer alongside a stream on her property. After providing all of the required information to LPTA and receiving approval. The riparian buffer was construction. After inspected by LPTA, LPTA approved the maximum riparian buffer credit of 30%. The property owner's quarterly fee reduces from $32.00 to $22.40.

Quarterly SMU Fee = SMU Rate ($/ERU/Quarter) x (1 - Credit Percentage)
= $32.00 per quarter x (1 - 0.30)
= $32.00 per quarter x (0.70)
= $22.40 per quarter

Example 2: A residential property owner is currently receiving a 20% credit on their non-urbanized parcel. The property owner decides to submit plans to perform a stream restoration on the same parcel. The maximum credit for a stream restoration is 30%. LPTA informs the property owner that although the proposed stream restoration could receive a maximum 30% credit, the credits are accumulative (20% + 30% = 50%) but per the credit policy the maximum credit that may be applied to the property is 45% (refer to page 7). The property owners decided to continue with the stream restoration. The property owner's quarterly fee reduces from $32.00 to $17.60.

Quarterly SMU Fee = SMU Rate ($/ERU/Quarter) x (1 - Credit Percentage)
= $32.00 per quarter x (1 - 0.45)
= $32.00 per quarter x (0.55)
= $17.60 per quarter

Example 3: A commercial property owner has 10,000 sf of IA. The owner connects half of the IA (5000 sf) to a peak rate control/volume control structure BMP receiving 45% credit.

Percentage of Impacted IA = (5000 sf IA/10,000 sf Total IA) = 50%
Approved Credits = 45% credit applied to 50% of the Total IA = 22.5%

Quarterly SMU Fee = SMU Rate ($/ERU/Quarter) x (1 - Credit Percentage)
= $32.00 per ERU per Quarter x (1 – 0.225)
= $32.00 x (10,000/3,200) ERU per Quarter x (1 – 0.225)
= $32.00 x 3.1 ERU per Quarter x (1 – 0.225)
= $76.88 per quarter

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Lower Paxton Township

Memo

To:	*Lower Paxton Township Authority Board*
From:	Bill Weaver, Sewer Department Director
CC:	Steve Stine, Bradley Gotshall
Date:	8/20/20
Re:	Appeal for 1641 Blue Mountain Parkway

Attached is a letter from the property owner at 1641 Blue Mountain Parkway appealing the storm water fee impervious surface area and the designation as Non-Single Family. Specifically, the property has 2 Single Family Residences (SFR), one of the residences has never been occupied other than by Family Members. The owner has indicated that they have no plans of renting the property. Staff was required to deny the appeal since the 2 SFR's classifies the property as non-single family and must be billed based on the total impervious surface area and not the flat rate of $32/quarter. Below are the appeal procedures under the adopted Authority Billing Policy.

A. If the Property Owner disagrees with the Authority Director's decision, the Property Owner may Appeal to the Lower Paxton Township Authority Board within 30 calendar days of the written decision.

B. Upon receipt of an appeal to the Lower Paxton Township Authority Board the Authority Director shall place the Appeal on the Authority agenda for the next regularly scheduled meeting. The Authority Director will issue a written decision via certified and regular mail to the Property Owner within 30 calendar days of the Boards decision. Any person aggrieved by a decision of the Board may appeal to the Court of Common Pleas of Dauphin County within 30 calendar days of receipt of the Boards decision.

Staff supports the Board approval of the appeal if the property owner agrees to completing the attached NSFR/SFR Certification Form each year certifying that the property is not being rented or occupied by anyone other than family members. This would reduce the bill from $153.60 to $32/quarter.

NSFR/SFR CERTIFICATION FORM

_____

Tax Parcel

I hereby swear that in accordance with the Zoning Ordinance of Lower Paxton Township, my property referenced above is classified as:

☐ NSFR, Non-Single Family Residential, which shall mean any developed parcel that is not a Single Family Residential Parcel. NSFR shall include, but not be limited to, multi-family properties, apartments, boarding houses, hotels, motels, churches, mobile home parks, commercial, institutional, governmental and industrial parcels.

☐ SFR, Single Family Residential, which shall mean any developed parcel containing only one (1) structure which contains one (1) or more rooms with a bathroom and kitchen facility designed for occupancy by one (1) family unit; including single family homes, attached and detached townhouses, condominiums, duplexes, and mobile homes located on Individual lots.

Commercial Use

This term includes but is not limited to: retail sales, offices, personal services, auto sales, auto repair garages and other uses of a similar profit-making nonindustrial nature. The sale of goods or services from a vehicle on a lot shall also be considered to be a commercial use.

Boarding House (Includes "Rooming House")

A residential use in which: a) room(s) that do not meet the definition of a lawful dwelling unit are rented for habitation, or b) a dwelling unit includes greater than the permitted maximum number of unrelated persons. A boarding house shall not include a use that meets the definition of a hotel, dormitory, motel, life care center, personal care center, bed and breakfast inn, group home or nursing home. A college fraternity or sorority house used as a residence shall be considered a type of boarding house. A boarding house may either involve or not involve the providing of meals to residents, but shall not include a restaurant open to the public unless the use also meets the requirements for a restaurant. A boarding house shall primarily serve persons residing on-site for 5 or more consecutive days.

Apartments or Multi-Family Dwellings

Two or more dwelling units within a building that do not meet the definition of a single family detached dwelling, twin dwelling or townhouse/rowhouse. The individual dwelling units may be leased or sold for condominium ownership. If a building only includes two apartments, it shall be considered to be a Duplex.

_____

Signature

_____

Date

Monday, June 8, 2020 1:07 PM

RECEIVED
JUN 10 2020
LOWER PAXTON
TOWNSHIP AUTHORITY

Bryan Arndt
1641 Blue Mountain Parkway
Harrisburg, PA 17112 cell# 717-571-7365

Sole private residence, my wife & I having property standing within township since early 1800s.

Storm water rules judge us unfairly in direct comparison to neighbors and many others whom pay the minimum required $35/quarter which I will fairly also pay. More than that is unfair.

The additional building that your rules cause me unjust overcharge has historical significant to the township as it was from which the Plitz brothers attempted flight in 1828. I attempt to maintain it as close to original as financially reasonable for my wife & I. (see picture enclosed)
Our residence bares exception. There is not one other residence that can make the same claim!!!

You currently bill my residence $153.60/quarter.

ROOF SURFACE
1641 Blue Mountain Pkwy - 68 square of shingles to re-shingle all buildings on my residence.

$35/quarter is what your storm water fee is for the following neighbors residences.
6130 Minglewood Rd. - Require 93 square of shingles to re shingle.
6122 Minglewood Rd. - Require 73 square of shingles to re-shingle.
1700 Blue Mountain Pkwy - Require 64 square of shingles to re-shingle.
(provided by Eagleview - Quick Squares) (There is plenty more neighboring examples)

DRIVEWAY SURFACE
1641 Blue Mountain Pkwy - Much less driveway surface compared to below.

Again only $35/quarter is what your storm water fee is for these following residences.
6130 Minglewood Rd. - Simply look at township map with common reason and knowledge.
6122 Minglewood Rd. - It's very easy to determine how these 2 residences have been resourceful, smart and creative in how their individual residence and driveways separate and then call the remaining balance of their driveways as ownership to Blue Meadows Homeowners Association.
(MUCH MORE DRIVEWAY SURFACE THAN MINE) You be the judge.

1700 Blue Mountain Pkwy - (SIMPLY HAS WAY MUCH MORE DRIVEWAY SURFACE)

For these above reasons I am unjustly charged at higher rate.
I simply and only request I to be billed $35/quarter.
I have been and remain willing to pay the same as these my neighbors do.

Please reach out to me so we may have resolve to this end.

Thank you,
Bryan Arndt

LOWER PAXTON TOWNSHIP AUTHORITY

425 PRINCE STREET, SUITE 139
HARRISBURG, PA 17109-3020
Temp-Return Service Requested
www.lowerpaxton-pa.gov

Customer Name: BRYAN L ARNDT
Service Address: 1641 BLUE MOUNTAIN PKWY

Billing Date	06/04/2020
Account Number	200131000.98
Amount Due	**$561.28**
Due Date	**DUE UPON RECEIPT**

529 1 AV 0.389
BRYAN L ARNDT 2 375
1641 BLUE MOUNTAIN PKWY
HARRISBURG PA 17112-9592

YNNNNN

OFFICE HOURS: Monday thru Friday
8:00 AM - 5:00 PM
Phone (717) 657-5617 (Recorder after 5:00 PM)

Service	Consumption (per 1,000 gal.)	Charges
PREVIOUS BALANCE		$407.68
CURRENT BILLING BALANCE		$153.60
PAYMENTS		$0.00
PENALTY		$0.00
ADJUSTMENTS		$0.00

Please Correct to 35.42 quarter

DELINQUENT NOTICE

LPTA is not charging penalty this quarter due to Covid-19.

Total Amount Due	**$561.28**

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT
Do not use staples, tape or paper clips. Include your payment stub with your signed check. Write your account number on your check or money order.

☐ Auto Pay Auth? Address Corrections?
Please check this box and complete appropriate area on the reverse side.

DELINQUENT NOTICE

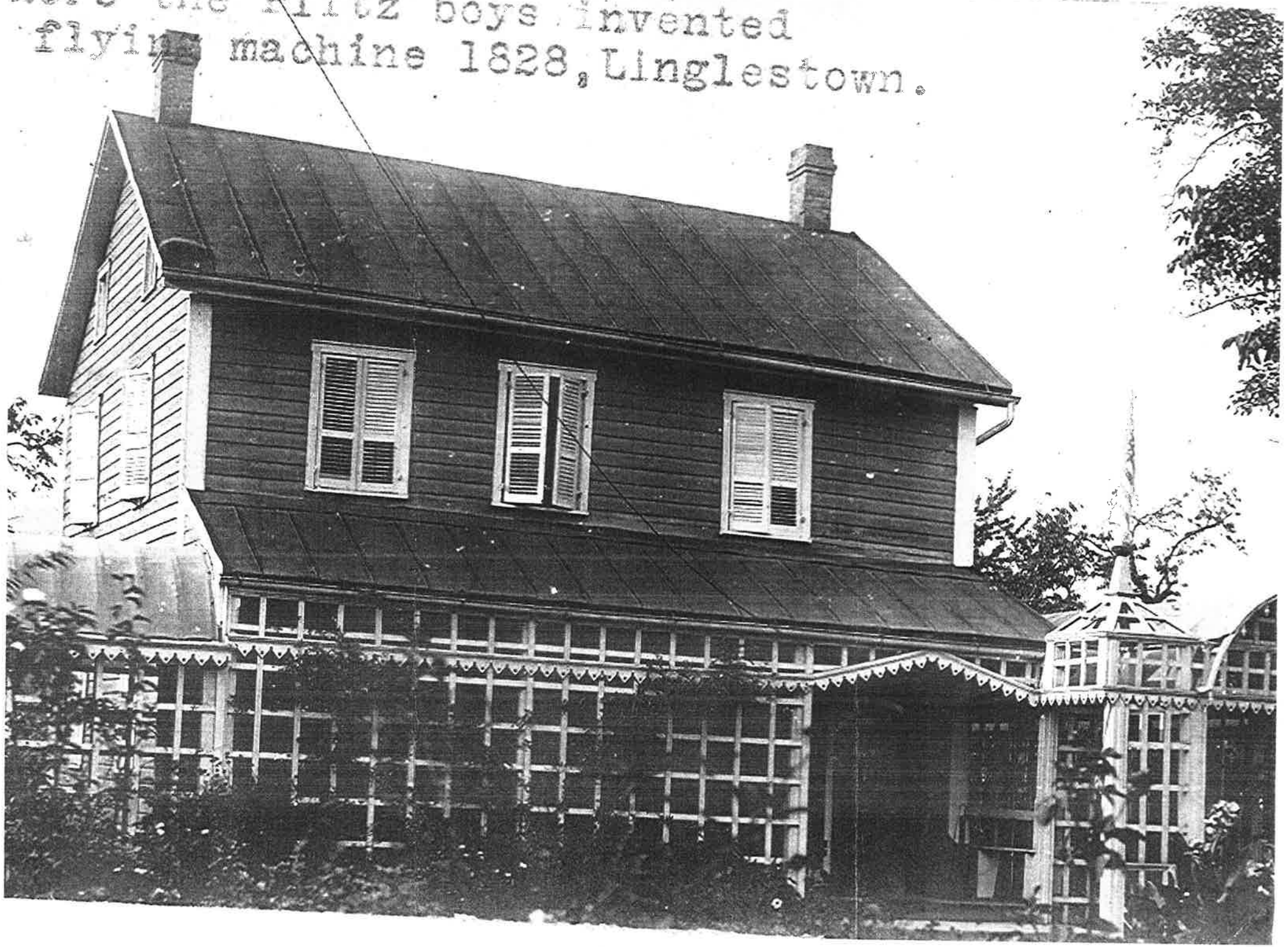
ACCOUNT NUMBER	200131000.98
CUSTOMER NAME	BRYAN L ARNDT
SERVICE ADDRESS	1641 BLUE MOUNTAIN PKWY
AMOUNT DUE	**$561.28**
DUE DATE	**DUE UPON RECEIPT**

Make Checks Payable to:

LPTA
425 PRINCE ST
HARRISBURG PA 17109-3020

1 2001310000098000561280000000004 558

here the Plitz boys invented
flying machine 1828, Linglestown.



369 East Park Drive
Harrisburg, PA 17111
717.564.1121
www.hrg-inc.com

STORMWATER ENGINEER'S REPORT

Lower Paxton Township/Authority

Attn: Bradley Gotshall
Report Period: 05/26/20- 08/25/20
HRG Project Number: R004807.0435
AUGUST 25, 2020

MS4 – Technical Assistance:

1. HRG assigned tasks by LPT
   A. Annual Reporting
      1. HRG has begun preparing the 2019-2020 MS4 annual report.
   B. PennDOT Partnership Program Management
      1. The low bid submittal was received and accepted by the municipal partners (Capital Region Water, Susquehanna Township, and Lower Paxton Township) for implementation of portions of the Paxton Creek Joint Pollutant Reduction Plan. PennDOT has accepted the bid and the contract is going through State approvals.

2. HRG's understanding of LPT tasks being completed in-house
   A. None at this time.

MS4 – Joint Pollutant Reduction Plan (PRP) (CRW, LPT, ST):

1. The PRP was approved by PADEP and the individual permit was received with a July 1, 2020 effective date. The municipal partners are starting to meet routinely to keep PRP implementation moving forward in parallel with the work to be done through the PennDOT Partnership (see above).

Outstanding Proposals:

1. None.

Design Project Status:

1. 2019 Lower Paxton Township Drainage Improvements – Design; BC 2A-C {HRG #R000184.0531 PH 1}
   > Design as originally scoped is complete and the bid opening for the project occurred on May 24, 2019. The Board of Supervisors awarded the project to Doli Construction Corp. on August 7, 2019 in an amount of $1,642,652 for the storm sewer portion of the project.

- Additional information on the condition of storm sewer infrastructure in the Rockford Heights has been obtained by LPTA and reviewed by HRG. HRG provided recommendations via an email dated June 6, 2019 on necessary repair work. The system has been investigated for the possible solution of cured in place lining, which appears to be a viable option once point repairs are made to the system. HRG provided an exhibit to the Contractor, which shows the extent of spot repairs to be completed in this area.
- LPTA also expressed interest in addressing a ponding/icing issue near the intersection of Wenrich Street/Blue Ridge Avenue. HRG has investigated and designed a solution. Additional research and base mapping was performed to depict the public right of for Blue Ridge Avenue and Wenrich Street in this area. A Highway Occupancy Permit (HOP) application was developed and submitted to PennDOT. The HOP was issued by PennDOT on March 6, 2020. HRG requested and received pricing for this work from the contractor, and HRG is evaluating options with Township staff to complete the work.

2. Stonebridge Apartments Stream Restoration - {HRG #R000184.0533}
   - Final design efforts are progressing with the pedestrian bridge replacements.
   - The grading plan and hydraulic model have been finalized.
   - A Zoom meeting with the Township, Authority, HRG, and property owners was held on June 10, 2020 to review the intent of the project and progress made. The property owners were amenable to the project and are awaiting the next steps.
   - The next steps for the project include presenting easement exhibits to the property owner and submission of a General Permit Application to PADEP once the easement is acquired.
   - Utility coordination has been on-going with various suppliers whose infrastructure will be impacted by the project. Plans and a draft agreement from Suez were forwarded to HRG and subsequently Authority Staff for review. Suez has estimated that the cost of their work to accommodate the project will be approximately $80K, and they have requested that the Authority agree to reimburse them for this work.
   - The current construction cost estimate for the project is approximately $740K.

3. BC 7-8 Drainage Improvements – Design; {HRG #R000184.0539}
   - HRG is in the process of performing preliminary hydrologic and hydraulic calculations associated with the systems in the project area and generating proposed system alignment and layout.
   - Subsurface Utility Engineering (SUE) has been completed by a sub-consultant of HRG. HRG is currently using the information obtained from the SUE to modify the proposed storm sewer layout to avoid utility conflicts to the greatest extent practical. Once those efforts are complete, HRG will coordinate with the various utility suppliers to resolve any unavoidable utility conflicts identified by the SUE.
   - Preparation of easement exhibits is underway and permission to contact residents regarding the need for an easement on their property is being requested from the Authority Board.
   - A wetlands investigation was performed in the vicinity of all storm sewer locations proposed to be replaced with the project. The investigation identified

wetlands near the locations of four (4) outfalls. HRG has determined that a General Permit will be necessary due to anticipated impacts to wetlands, and the application has been mostly developed. It will be submitted once easements are acquired from the affected property owner.

- Field survey efforts to obtain information related to drainage facilities that were not originally located with the initial survey have been completed.
- A meeting with HRG and Authority staff was held on July 16, 2020 to review the possibility of incorporating stream restoration work in the vicinity of the Devonshire Road – Greenhill Lane intersection into the project. HRG analyzed some of the factors surrounding the situation and provided a list of considerations to the Authority to be used on making the decision as to whether to incorporate the work into the project.

4. 2020 Lower Paxton Township Drainage Improvements – Design; {HRG #R000184.0544 PHs 1&2}
   - On behalf of the Township, HRG developed and submitted a PA Small Water and Sewer Program grant application to the PA Department of Community and Economic Development (DCED) Commonwealth Financing Authority (CFA) Programs Division on December 13, 2019. The application was in support of the design and construction of several basin retrofit projects located throughout various Township parks. The total estimated project cost used in the application was $498,950 ($424,120 – grant request; $74,830 – required Township match).
   - On behalf of the Township, HRG developed and submitted a H20 PA Water Supply, Sanitary Sewer, and Stormwater Projects Program grant application to the PA DCED CFA Programs Division on December 13, 2019. The application was in support of the construction of drainage improvements in the Springford Manor development and areas surrounding Byron Avenue. The total estimated project cost used in the application was $1,948,136.50 ($1,298,757 – grant request; $649,379.50 – required Township match).
   - Originally, it is anticipated that funding decisions and an announcement on allocation of funds will be made by PA DCED around May 2020. However, due to the Coronavirus situation, CFA did not announce their award decisions until August 2020. CFA received nearly 1,000 applications from across the state, and unfortunately, the Township was not awarded any funding.

5. 2020 Lower Paxton Township Drainage Improvements – Design; {HRG #R000184.0544 PH 3 Springford Manor}
   - On December 17, 2019, the Township executed the Confirmation of Assignment (COA) authorizing HRG to commence design efforts on the drainage improvements for the Springford Manor development and areas surrounding Byron Avenue.
   - Field survey has been completed and base mapping prepared.
   - HRG has completed the hydrologic and hydraulic calculations associated with the systems in the project area and generated the proposed system alignment and layout.
   - Easement exhibits have been prepared and permission to contact residents regarding the need for an easement on their property is being requested from the Authority Board.

- A wetlands investigation was performed in the vicinity of all storm sewer locations proposed to be replaced with the project. The investigation concluded that no wetlands exist in the project area.
- Subsurface Utility Engineering (SUE) efforts were completed for the project and HRG is coordinating with utility owners whose infrastructure will be impacted by the project.
- Construction drawings are in the process of being developed.

6. 2020 Lower Paxton Township Drainage Improvements – Design; {HRG #R000184.0544 PH 4 Byron Avenue Area}
   - On December 17, 2019, the Township executed the Confirmation of Assignment (COA) authorizing HRG to commence design efforts on the drainage improvements for the Springford Manor development and areas surrounding Byron Avenue.
   - Field survey has been completed and base mapping prepared.
   - HRG has completed the hydrologic and hydraulic calculations associated with the systems in the project area and generated the proposed system alignment and layout.
   - Easement exhibits have been prepared and permission to contact residents regarding the need for an easement on their property is being requested from the Authority Board.
   - A wetlands investigation was performed in the vicinity of all storm sewer locations proposed to be replaced with the project. The investigation concluded that no wetlands exist in the project area.
   - Subsurface Utility Engineering (SUE) efforts were completed for the project and HRG is coordinating with utility owners whose infrastructure will be impacted by the project.
   - Construction drawings are in the process of being developed.

7. 2020 Lower Paxton Township Drainage Improvements – Design; {HRG #R000184.0544 PH 5 2020/21 Lining Project}
   - HRG has developed plans and technical specifications for the Cured-In-Pace (CIP) lining of several storm sewer facilities in the BC 2A-C, 5B and BC 7-8 project areas for inclusion in the Authority's upcoming lining project bid package. It is forecasted that the project will be advertised for bids in late August.

Construction Project Status:

1. 2019 Lower Paxton Township Drainage Improvements {HRG #R000184.0535}
   - The Forest Hills and Goose Valley Road – Colonial Club Drive project areas were inspected by the Contractor (Greenland Construction, Inc.), HRG, and LPT staff on November 5, 2019, and it was determined that the work was substantially complete. A punchlist was developed and the Certificate of Substantial Completion was issued following the inspection.
   - Greenland Construction, Inc. returned to complete the punchlist items in June and July 2020. The only outstanding item remaining is the establishment of stabilized vegetation near the culvert replacement under Goose Valley Road.

It is anticipated that this will occur in the coming weeks, upon which time the contract will be closed.

2. BC 2A-C, 5B Construction Phase Services {HRG #R000184.0537}
   - HRG has been tasked by LPTA to provide construction contract administration and construction observation for work related to storm sewer installation and paving operations for the BC 2A-C, 5B project.
   - Bids were opened on May 24, 2019 and are currently being reviewed by LPTA, HRG, and GHD with a recommendation of award expected to be provided ahead of the June 4, 2019 Board of Supervisors Meeting. The apparent low bidder was Doli Construction Corp. with a bid in the amount of $16,933,333.25. The total project estimate was $19M, and the storm sewer portion of the estimate was $4.1M.
   - The Board of Supervisors awarded the project to Doli Construction Corp. at their August 7, 2019 meeting.
   - A pre-construction meeting was held on September 12, 2019.
   - Drainage infrastructure work has been completed along Willow Spring Road and on Nassau Road. The Contractor has been coordinating with various utility suppliers on the need for relocations to install the drainage infrastructure and is currently awaiting their action to proceed with any further storm sewer work in this area.
   - HRG has been coordinating with the contractor and residents affected by the replacement of a failed drainage pipe in an easement paralleling Sunny Drive. Significant clearing is needed to accommodate the work, and Doli has provided a change proposal in the amount of $14,500 to clear the easement, which is under consideration. Notifications will be made to the residents prior to the clearing occurring. Options for restoration of screening along the easement will be evaluated upon the clearing occurring.
   - Contractual substantial completion – August 31, 2021; final completion – October 31, 2021

3. LPTA Storage Facility Construction {HRG #R004807.0438}
   - Agreements, bonds, and insurance documents were obtained from all of the Contractors listed in the table above and the agreements were executed by the Township on January 16, 2020. Notice to proceed was issued on January 20, 2020 to the following Contractors:

Contract	Bidder
2019-1(B) General Construction	Ebersole Excavating, Inc.
Alternate Bid: 2019-1(B) General Construction	Ebersole Excavating, Inc.
2019-1(E) Electrical	A.N. Lynch Co., Inc.
2019-1(M) Heating, Ventilation, and Air Conditioning	CHM Contracting
2019-1(P) Plumbing	Garden Spot Mechanical, Inc.

   - Erection of the building has been completed along with all associated site work and services.
   - HRG, Authority staff, and representatives from the various contractors completed the substantial completion inspection for the project on July 16,

2020, and a minimal punchlist was developed. All punchlist items have since been corrected.

> Issuance of final payment and contract closeout is underway on all contracts associated with the project.

Miscellaneous Items:

1. Coordination on Known Private Property Related Drainage Issues {HRG #R004807.0436 PH 2}
   > Lakeside Marine – On October 18, 2019, HRG, LPT, and LPTA staff visited Lakeside Marine at 21 Thornwood Road at the request of the property owner. The property owner explained that the large man-made lake has experienced significant deposition of sediment from stormwater runoff associated with upstream properties. The resident contacted LPTA staff again on January 16, 2020 to follow-up on the issue. HRG subsequently reached out to PADEP to determine if there would be a benefit to the Township related to sediment reduction requirements for Paxton Creek and potential permitting requirements. Subsequent interactions between HRG, LPT/A staff, and the property owner have occurred over the past several months. Accordingly, HRG evaluated the amount of sediment removal credit that could be afforded under DEP's guidelines and found that little credit could be achieved when compared to other types of projects. These findings were provided to LPT/A staff, whom will be taking them into consideration for determining the next steps related to the situation, if any.
   > 21 Judy Lane – In August 2020, Township staff requested that HRG investigate a concern that was voiced by the property owner at 21 Judy Lane related to runoff issues in the vicinity of their driveway. HRG has obtained detailed survey information for the area and will be developing a solution for inclusion in the BC 2A-C,5B project.

2. Stormwater Authority Budget & Credit Policy Review {HRG #R000184.0545}
   > A draft credit policy was presented to the Board by the Sewer Director and HRG at the May Board meeting. A draft final credit policy will be presented to the Board at the August Board meeting. The draft final policy includes the changes requested by the Board.

3. Dauphin County Regional Stormwater Feasibility Study
   > HRG has finalized the white paper study and it is under review by county representatives. Should the paper be acceptable, a municipal outreach program will result where the components of a regional stormwater program and anticipated cost savings will be described, with a request for municipal participation.

4. COVID-19 Relief Funding
   > HRG has been closely monitoring the actions of state and federal legislature as they relate to funding opportunities that may become available to municipalities and authorities in an attempt to revitalize local economies in light of the COVID-19 situation. HRG prepared documents summarizing our knowledge of forecasted stimulus funding and provided to Township and

Authority staff for their reference and planning. It is recommended that staff in concert with the Board identify any capital improvements that are needed and coordinate with HRG to ensure that any desired projects are planned to strategically take advantage of the funding. HRG will be prepared to discuss with the Board current COVID-19 funding programs that remain open for applications.

5. Stormwater Bond Drawdown Status

Stormwater Management Bond Issue Status Summary					
		Estimated Drawdown Schedule			
Expense Status			Year		
Month/Year	Current Amount	Item Description	2020	2021	2022
Oct. 2019	$ 10,256,100.83	2019 LPT Drainage Improvements (Construction Only)	Expensed in full		
Nov. 2019	$ 9,758,332.14	BC 2A-C, 5B Storm Sewer Construction (No Paving)	In Progress	In Progress	Expensed in full
Dec. 2019	$ 9,428,622.48	BC 2A-C, 5B Paving Related to Storm Sewer	In Progress	In Progress	Expensed in full
Jan. 2020	$ 9,129,679.11	TMDL Projects	In Progress	In Progress	Under Contract
Feb. 2020	$ 9,119,729.91	Capital replacement of existing systems that are potential MS4 violations	In Progress	Under Contract	Under Contract
Mar. 2020	$ 9,108,863.92	TMDL & MS4 Compliance	In Progress	In Progress	Expensed in full
Apr. 2020	$ 9,037,388.93	2019 LPT Drainage CA/CO	Expensed in full		
May 2020	$ 8,972,269.57	BC 2A-C, 5B CA/CO	In Progress	In Progress	Expensed in full
June 2020	$ 8,904,149.79	GIS MS4 Mapping	In Progress	In Progress	Expensed in full
July 2020	$ 8,810,369.90	BC 7 & 8 (Design Only)	In Progress	In Progress	Expensed in full
Aug. 2020	$ 8,527,319.67	TV Rig (32% of total cost)	Expensed in full		
		Pole Bldg. (32% of total cost)	Expensed in full		
		10% Contingency	In Progress	In Progress	Expensed in full

Notes & Definitions:
1. In Progress - design and/or construction are underway and have been previously authorized
2. Under Contract - executed contract with a future completion date established to be in place
3. Expensed in full - all efforts resulting in expeditures associated with item to be complete during term

HERBERT, ROWLAND & GRUBIC, INC.

Jason R. Hinz

Jason R. Hinz, P.E.

JH/LB
P:\0048\004807_0435\Admin\Corres\Engineer's Reports\2020\2020-08-25 .Docx

Enclosures

c: Weaver, LPTA
Allen, LPT

Hinz, HRG
Kenworthy, HRG
Bonanno, HRG
Kline, LPT